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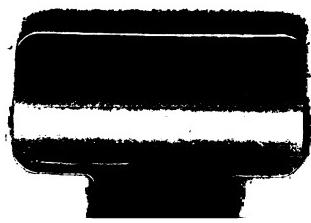
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State Board *of Arbitration*

Annual Report

to the Governor of the
State of Ohio for the years

1911 1912



ANNUAL REPORT

OF THE

State Board of Arbitration

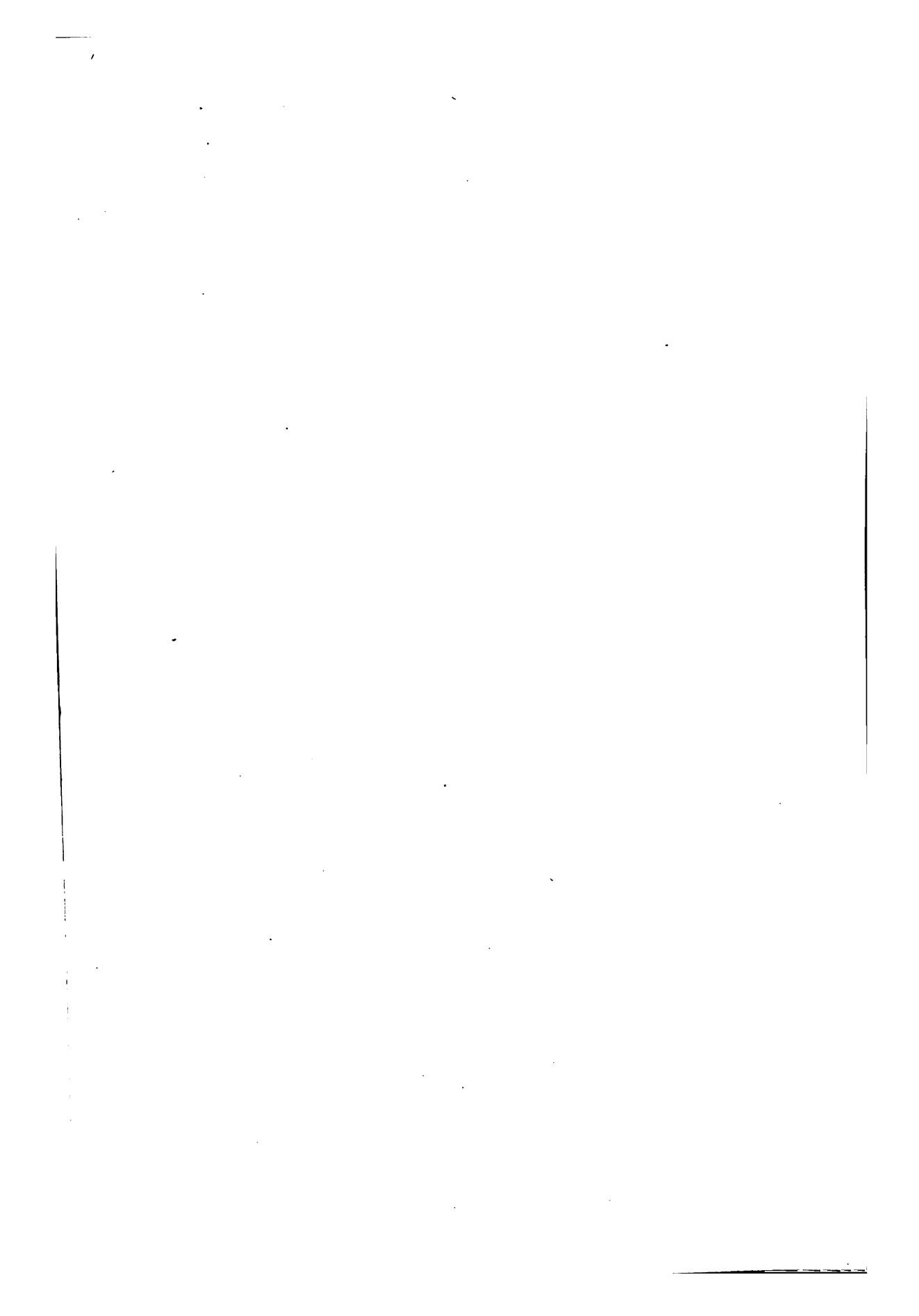
TO THE

Governor of the State of Ohio

FOR THE

Years 1911 and 1912.

COLUMBUS, OHIO:
THE F. J. HEER PRINTING CO.
1913



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STATE OF OHIO.
STATE BOARD OF ARBITRATION.
COLUMBUS.

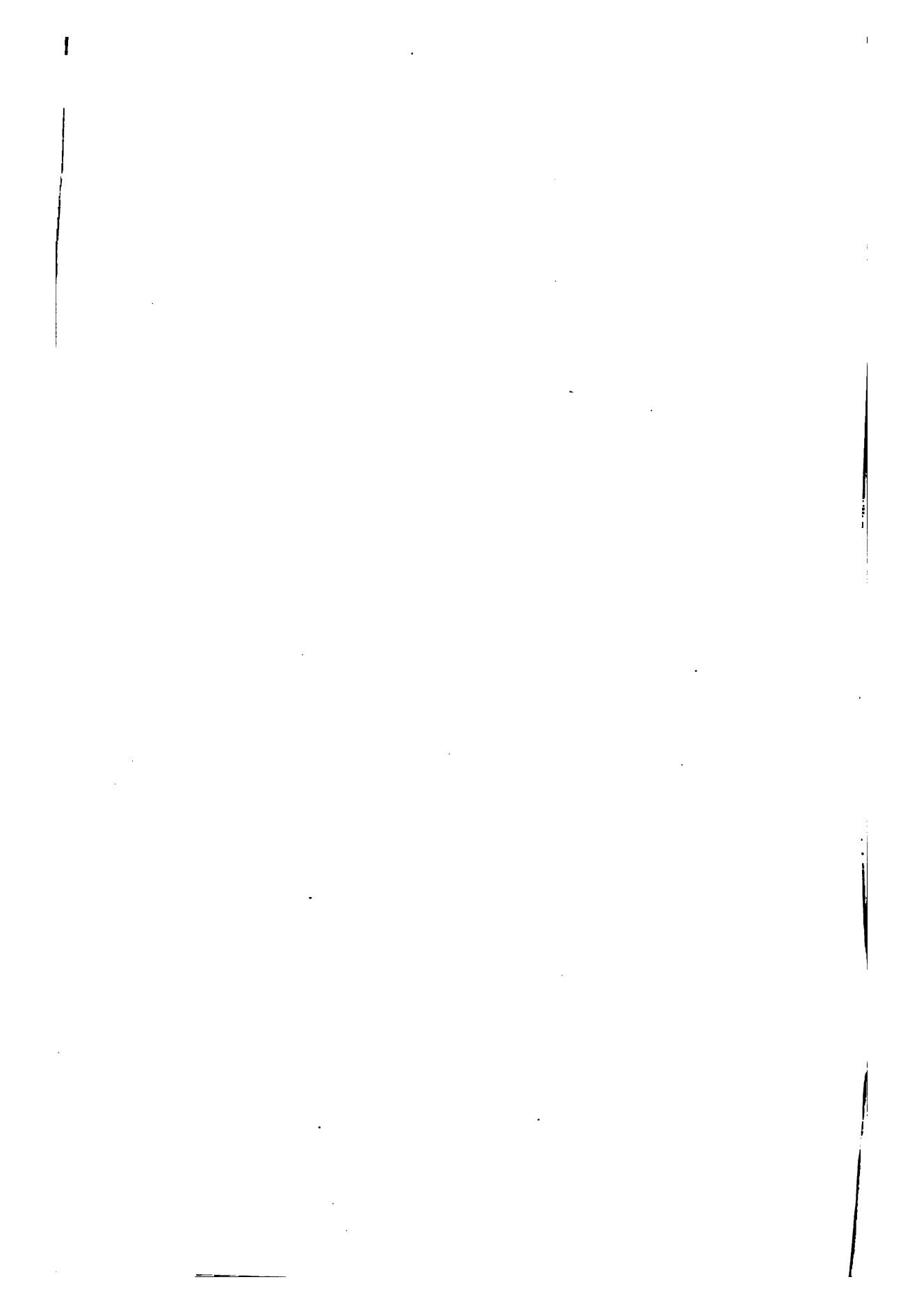
HON. JAMES M. COX, *Governor of Ohio.*

SIR:—I have the honor to transmit herewith the report of the State Board of Arbitration and Conciliation for the years 1911 and 1912.

Very Respectfully,

D. H. SULLIVAN, *Secretary.*

(3)



ANNUAL REPORT OF THE STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, January 13, 1913.

To the Governor:

We herewith submit to you our report for the years 1911 and 1912.

The reason for combining the reports for 1911 and 1912 is because a change was made in the personnel of the Board during 1911. Mr. D. H. Sullivan succeeded Mr. Joseph Bishop as Secretary. In addition no successor has been appointed to Mr. Albert F. Sparks who resigned on December 23^r 1910. The members of the Board at present are: Rev. Theodore Irving Reese of Columbus, and Mr. D. H. Sullivan of Coshocton.

The report deals only with the more important labor troubles which were brought to the attention of the Board. In addition however to the attention given these more important labor controversies we directed our efforts towards adjusting disputes of less consequence. We held meetings with representatives of employers and employees consulting and advising with them; studying the problems with which both have to deal and in a general way endeavoring to remove the causes of misunderstanding; promote friendly feelings between them and prevent strikes and lockouts. The relation between employers and employees are substantially the same as heretofore. Strikes and lockouts continue, due to various causes. There seems to be a spirit of social unrest prevailing. The questions of wages "closed" or open shop and working conditions as the chief causes of discontent and controversy.

Among the most serious and difficult cases with which the Board had to deal was the strike of the Garment Workers of Cleveland. This strike began on June 7th, 1911, and continued until Oct. 15th. There were six thousand employes involved and they were forced to return to work without securing any concessions whatsoever.

The Board were constant in their efforts to have the controversy submitted to arbitration but without avail. The manufacturers positively refused to arbitrate; notwithstanding, the employees were willing and ready to do so. This strike caused much suffering and bitterness; several lives were sacrificed and the loss in wages and business was many thousands of dollars.

About August 1st, 1911, a strike of the stationary engineers, machinists, blacksmiths helpers, Boiler makers, car builders and repairers employed on the Kanawha and Michigan Railroad seemed imminent. They formulated a set of working rules and a schedule of wages providing

for an increase and submitted them to the general manager of the Railroad. The general manager and representatives of the employes subsequently held a conference but failed to agree. The employes then requested the services of the Board which was immediately given. The Secretary of the Board arranged a conference between the employers and employes which he attended and succeeded in bringing about a settlement of all matters in dispute. The agreement reached, provided for improved working conditions and a substantial increase in wages.

On September 15th, 1911 a committee representing a large number of the employes of the Cincinnati, Hamilton and Dayton Railway presented a schedule of working rules and rates of wages to the general superintendent providing for an increase of wages etc. This threatened to develop into a serious controversy. However, it was finally agreed to submit the matter to a local Board of Arbitration which was done.

A settlement of the points at issue was reached, while not satisfactory, was accepted by the employes without any cessation of work whatever.

On May 15th, 1912, the Board was advised that a strike existed in the Tile and Clay industries near Uhrichsville, Tuscarawas County. The Secretary of the Board immediately called upon the Representatives of both sides to the controversy and tendered the services of the Board in an effort to bring about a settlement. We were unable to bring about a submission of the dispute to arbitration. The strike lasted from April 20th, 1912 until June 25th, when the employees declared the strike off and returned to work.

About July 25th, 1912, the Board was informed that a strike existed at Bellaire in one of the Glass industries. The Secretary of the Board went to Bellaire called upon the parties to the dispute and endeavored to bring about an adjustment. Nothing could be done, because of the attitude of the General Manager. He refused to submit the controversy to arbitration or meet the representatives of the employees organization. The Secretary of the Board again called upon the Manager of the Company on August 20th, 1912 and endeavored to bring about a settlement but without avail. This strike is still on. A number of men have taken the places of the strikers who were formerly employed.

We again refer to a matter which has been dealt with in former reports, viz:—the lack of co-operation on the part of the officers of Municipalities with the Board in the settlement of Industrial disputes. Sometimes we receive assistance from Mayors and other social officers but this is the exception rather than the rule.

The settlement of industrial disputes is of the highest importance and if municipal and county officers would properly appreciate the fact, that a settlement of a labor controversy is much more easily adjusted before it reaches the strike stage than afterward they would cease being indifferent, but instead would give the Board their help and co-operation.

Municipal and County officers are familiar with the industries in their respective localities, the management thereof and the men employed therein: This knowledge which they alone possess would enable them to aid the Board materially in its work.

The statute under which the Board operates sets forth the important part which such officers are expected to take in our work. It provides that they furnish the Board with early and detailed information concerning each incipient labor disturbance within their respective jurisdictions. Their failure to do this (only in exceptional cases) in many instances is a contributing cause of serious strikes and lockouts.

If the purpose of the law which evidently intended that the Board should receive prompt and official information regarding threatened strikes was generally observed we could no doubt bring about an amicable adjustment before friendly relations were greatly disturbed. At such a stage the attitude of employer and employees toward each other is friendly and reciprocal, consequently both sides will more likely yield to persuasion after it has passed this stage however and they become hostile and bitter their attitude is almost irreconcilable. Mayors and Probate Judges ought to be required to notify the Board of threatened or existing strikes or lockouts as provided in the statute so that the Board may pursue the course contemplated therein and thus greatly increase its efficiency and value.

We emphasize what have been referred to in the previous reports viz :—the prolific causes of strikes and lockouts. “Sudden changes in wages or the conditions of work demanded by employers and employees and the refusal of certain employers to recognize labor unions, or deal with the officers, committees or other authorized representatives of their workmen in the adjustment of differences.” Our experience justifies the conclusion that such action is indefensible, injurious and detrimental to business and against the public welfare.

The joint agreement method is the best plan yet devised by which industrial peace can be maintained. The employer and employees are brought face to face; they reason together and usually endeavor to find a common ground upon which they can arrive at a settlement of their differences. By so doing they substitute reason for passion and deliberation for hasty and illadvised action. A splendid example of the successful operation of this plan is the agreement for a period of two years entered into between the Coal Operators and Mine Workers of Ohio. Almost fifty thousand Mine Workers are bound by this agreement (a copy of which we incorporate in this report) and thus peace is insured in one of the largest industries of the state extending over a period of two years.

We renew a former recommendation of the Board that Section 1072 of the General Code be amended to read as follows:

"Each of such local arbitrators shall receive from the treasury of the county in which the controversy or difference exists the sum of three dollars for each day of actual service and his necessary traveling and other expenses, and the State Board shall certify the amount due each of such local arbitrators to the auditor of the county who shall issue his warrant upon the treasurer of the county for the said amount."

We suggest that such change be made in the law as will remove any difficulties in the way of the more effective work of the Board.

Respectfully submitted,

REV. T. IRVING REESE, *Chairman*,
MR. D. H. SULLIVAN, *Secretary*.

BUILDING TRADES STRIKE.

TOLEDO.

On January 1, 1911, Carpenters Local No. 25, addressed the following letter to the General Building Contractors Association:

TOLEDO, OHIO, January 1, 1911.

DEAR SIR:—We beg leave to inform you that on and after April 1, 1911, wages for carpenters in the Toledo District will be forty-two and one-half ($42\frac{1}{2}$) cents per hour.

We believe our demand is very reasonable, considering the high cost of living and other increased expenses.

Tusting our demand will meet with your approval and thanking you in advance for a favorable reply, we are,

Yours very respectfully,

CARPENTERS' LOCAL NO. 25,

Per C. J. GLADIEUX,

Secretary.

No reply was received to this communication; the contractors seemingly ignored the notice. No further steps were taken in the matter until Sunday April 2, when a mass meeting of all the building trades was held for the purpose of considering the question of wages and working conditions. The meeting was said to be the largest of the kind ever held in Toledo, every trade being well represented and practically all voted for an increase in wages from 10 to 20% and a universal card system. On Monday morning, April 3, the building craftsmen including carpenters, lathers, painters, sheet metal workers, plasterers, structural iron workers and hoisting engineers to the number of about 400 went on strike.

Union officials claimed that many of the contractors were willing and ready to pay the advance but objected to the "closed shop" conditions, while a number of other contractors had already accepted the terms of the unions and were operating as usual. It was stated by leading contractors that those who had accepted the union terms were small employers and their action would not change the purpose of the contractors organization to resist the demands of the workmen.

It was evident that the strike would be limited and while it would probably cause inconvenience and perhaps some loss in the work of certain contracts, it would not seriously obstruct the general building industry of the city.

On Tuesday, April 4th, the Toledo Building Trades Council issued the following:

CHALLENGE

TO MESSRES. BENTLEY, SPIEKER, AND THE BUILDERS' EXCHANGE BY THE TOLEDO
BUILDING TRADES COUNCIL.

To the Builders' Exchange:

The press of the city of Toledo has announced, under heavy head lines that the members of your Exchange are willing to grant the wage increases asked for by the different organizations affiliated with the Toledo Building Trades Council. As the above announcement appeared in the public press on Friday and Saturday of last week, and as there was no denial from any official or member of your exchange in Sunday newspapers, we take it for granted your officials and members were correctly quoted.

Therefore, we, the Building Trades Council of Toledo, challenge the members of the Builders' Exchange to sign an agreement, covering a period of time to be decided upon, to pay the scale of wages asked for, and which follows: Painters 40 cents an hour, Carpenters 42½ cents an hour, Structural Iron Workers 60 cents an hour, Lathers 50 cents an hour, Building Laborers 35 cents and 38 cents an hour, Plumbers and Steam Fitters 62½ cents and hour, Plasterers 56½ cents an hour and Hoisting Engineers 40 to 50 cents an hour.

Should the members of the Builders' Exchange sign an agreement to pay the scale of wages, as noted above, we, the Toledo Building Trades Council, agree to submit all other questions to a board of arbitration, agreeable to all concerned.

Signed: TOLEDO BUILDING TRADES COUNCIL.

While neither the contractors nor the Builders Exchange made answer to the above challenge, it was evident that many of the contractors were willing to pay the scale of wages demanded and we were reliably informed that the men in several trades were daily returning to work at the advanced rate.

On Thursday, April 20, the representative of the carpenters union received the following communication which explains itself:

TOLEDO, OHIO, April 20, 1911.

MR. WM. SCHOFIELD, Business Agent Carpenters' Union, Toledo, Ohio.

DEAR SIR:—We, the undersigned, being members of the General Building Contractors' Association, and having decided to operate our business on the "open shop" plan, hereby request you to remove any names now upon your shop list that you find in the list of signatures attached below.

Thanking you, we beg to remain,

Yours truly,

GENERAL BUILDING CONTRACTORS' ASSOCIATION.

John Arnsman,
John Ankenbrandt,
A. Bentley & Sons Co.,
George Baumgartner,
Bright Construction Company,
H. E. Brown,
L. W. Buzzard,
Julius Compte,

Wm. Knigge,
John Johns,
O. W. Kirchenbauer,
Otto P. Kooitka,
A. F. Pasch,
Pfander Bros.,
Joseph Fheils,
J. P. Pioch & Co.,

J. F. Fahle,
 Wm. Greunke,
 A. Gretzler,
 Hattersley Construction Co.,
 W. Hauch,
 H. T. Helbing,
 Cornelius Hull,
 Joseph Jackson & Son,
 S. S. Walls,
 P. W. James,

E. H. Riffner,
 Fred Rinker,
 M. C. Sheets,
 C. H. Siek,
 F. R. Stahl,
 M. Sturdevant,
 Ed. Spenthoff,
 H. J. Spieker Company,
 E. H. Voss.

The Secretary of the Board visited Toledo on Monday, April 24th, and for almost a week was in daily communication with the officers of the Building Trades Council, leading contractors, city officials and other influential citizens. He attended a meeting of the Building Contractors Association and appealed to the members to meet the representatives of the union or a committee of their own employes and negotiate an amicable settlement and in every possible way endeavor to bring a friendly understanding, but all such efforts were unavailing.

Acting on the advice of the Secretary of the Board the Building Trades Council addressed the following letter to the Contractors' Association.

TOLEDO BUILDING TRADES COUNCIL.

TOLEDO, OHIO, April 27, 1911.

The General Building Contractors' Association, Toledo, Ohio.

SIRS:—The Building Trades Council of Toledo, regret the unfortunate differences that now exist between members of the Building Contractors' Association and their employes and in the interest of the general public greatly desire a prompt and amicable settlement of all such differences.

We, therefore, request a conference with the representatives of your Association for the purpose of reaching an understanding and advancing the welfare of all concerned.

Hoping for your favorable consideration of this request,

Very respectfully,

BUILDING TRADES COUNCIL,

W. R. WALTERS,

President.

H. H. CUTLER,

Secretary.

No answer was received to this communication. While the contractors in their organized capacity refused to deal with the authorized representatives of the workmen, they were as individual employers hiring their old hands.

Thus matters continued until about the middle of May when we were informed that all union men in the building trades were working at the advanced union scale of wages.

AMERICAN LACE COMPANY.

ELYRIA.

On February 4th, the Board was informed of a strike at the factory of the American Lace Company located at Elyria.

The Secretary of the Board visited Elyria on February 6th and was informed that the strike commenced on Friday, February 3d, when about twenty (20) boys, employed as threaders, walked out of the factory as the result of a reduction of 25 per cent in wages and within twenty-four hours they were joined by others, including six (6) brass winders and about two hundred (200) girls, employed in the finishing and separating departments, which practically tied up the business.

A mass-meeting of the strikers was held on February 4th and while they were unorganized they were unanimous in their refusal to accept any reduction in wages and insisted on the removal of the forelady and notified the company accordingly.

The strikers declared that the demand of the company for a reduction of 25% was without justification, while the high cost of living would warrant them in asking for an advance rather than accepting lower wages. Girls who have been employed at the factory for several years and were skilled workers stated that they had never made more than \$7.50 a week, the average wage being less, and that under the reduced scale proposed by the company \$5.00 a week would be the maximum.

The management refused to either restore the old wage scale or remove the forelady and tried to persuade the girls to resume work at the reduced rate, with the understanding that if at the end of one month it was found the scale was too low it would be advanced. This offer was declined and the strikers renewed their demands.

The company claimed that on account of depressed business it was necessary to either reduce wages or operate the factory with less help. It chose the former alternative, preferring to retain all hands and not impair the efficiency when business improved and therefore offered a compromise of a reduction of 10% instead of 25 and to remove the forelady to whom the girls objected.

The strikers held meetings and frequently conferences with the company and thus matters continued for several days.

The Secretary of the Board advised with the representatives of each side and exercised his good offices to promote a settlement.

While the compromise offer of the company was not at first agreeable to the workers, they finally yielded to the persuasion of a prominent lady city official and returned to work having previously entered into the following agreement with the company.

ELYRIA, OHIO, February 7, 1911.

At a meeting of the clippers and drawers of the American Lace Company, held at the Chamber of Commerce Hall, Elyria, this 7th day of February, 1911, the following terms are agreed upon for a settlement of existing differences as to wages:

That in view of present trade conditions the clippers and drawers will return to work on February 8th, at a reduction of ten per cent. in the scale of wages paid prior to February 1st.

That all strikers shall be taken back without any discrimination whatsoever.

That a change shall be made in the forelady of the department.

That the wage scale herein agreed to shall prevail for a period not to exceed ninety days, at the end of which time the wage scale shall be adjusted after a conference between representatives of the workers aforesaid and the employers.

That in the meantime credits shall be given for extra hard work.

That sticky lace shall be cut by persons employed by day work.

(Signed) MISS MARY C. WILL,

On behalf of clippers and drawers.

THE AMERICAN LACE COMPANY,

By A. L. GARFORD, President.

Witnesses:

WALTER H. WATTS,

ROSE MORIARTY.

BOILERMAKERS, NEW YORK CENTRAL RAILROAD.

COLLINWOOD.

On February 21st, the Board was informed through the public press that the boilermakers and helpers employed at the Collinwood shop of the Lake Shore and Michigan Southern division of the New York Central lines, went on strike against the piece work plan of the company at the Collinwood shops.

Upon investigation the Board learned that while the trouble originated at Collinwood, the strike was general and involved the boilermakers and helpers at all shops on all divisions of the New York Central Railroad in this and other states.

The representatives of the International Brotherhood of Boilermakers informed the Board that the piece work plan introduced by the company at the Collinwood shops, on January 3, 1911, which it designates the "New York Central Co-operative Shop System," and which it desired to install at other shops was in violation of an agreement between the company and boilermakers organization entered into December 27, 1910; that the men protested against piece work and reminded the management of the existing agreement and insisted that its provision for day work and other matters be carried out at Collinwood and all other shops; that several conferences were held between the officers of the Boilermakers International Brotherhood and the official representatives of the L. S. & M. S. and the New York Central Railroad Company with a view of reaching an understanding; that these confer-

ences extended over a period of several weeks, the different phases of piece work and day work were fully discussed, various propositions were submitted by each side, all of which were refused.

Being unable to agree with the company as to piece work at the Collinwood shops and feeling justified in their demand that the management discontinue the system and observe the provisions of the agreement of December 27, 1910, the union officials submitted the entire question to a referendum vote of their organization, with the result that almost the entire membership voted to go on strike unless the company rescinded the piece work order. This the company refused and in consequence the union boilermakers and helpers at all shops on all divisions of the New York Central lines walked out on February 20th. The strike involved almost 800 men, about 200 being employed at the Collinwood, Ashtabula and Toledo shops.

On March 10th, the company presented its ultimatum. We were reliably informed that while the union officials submitted the proposition to a popular vote of their organization, they did so without recommendation. The following is the offer referred to:

PROPOSED SETTLEMENT OF THE BOILERMAKERS' DISPUTE.

NEW YORK, MARCH 10, 1911.

COMPANY.

First: All men on strike to be returned to work as rapidly as possible, without discrimination against any individual for any cause except disorderly conduct.

Second: No penalty to be enforced or discrimination of any kind shown by the Union against the men who did not go out on strike or who have returned to work.

Third: Referring to the New York Central co-operative shop system, which the management have started in the Collinwood and Elkhart Shops, of the Lake Shore Railroad and desiring to equip with the same system West Albany and West Springfield Boiler Shops the company invites full discussion of the plan between the men and their representatives and the management.

Fourth: No unfair advantage to be taken of any of the men working under the system, and the matter to be handled in a quiet orderly way, in accordance with the Company's general policy. Each man shall be guaranteed his full hourly rate, while working on the Plan, whether he makes it or not. This agreement to be in full force and effect, until March 1, 1912, and thereafter, unless thirty days' notice of a desire to change same shall be given by either party. The men hereby agree not to go out on strike or walk out for any cause, and the Company agrees not to cause a lockout, until such time as all negotiations between the highest authorities of both parties have failed. This shall include the questions arising, regarding the interpretation of the agreements. Existing shop rules and rates are to continue in full force until such time as Committees, representing the men, shall meet their respective Superintendents of Motive Power, as provided in the agreements.

Fifth: By recommendation of the Chairman of the New York State Board of Arbitration and Mediation, no further change will be made from the plan

in force up to December 31, 1910, in any shop, until approved by the Committee named below. It is understood that no individual will be required to adopt the co-operative plan, if he prefers to work on the former plan, neither shall any individual be required to refuse to adopt the co-operative plan when approved as stated above. The introduction and working of the system shall be under the jurisdiction of a Committee of three men, whose appointment the Company agrees to, for one year, who will suggest any changes in the policy that they deem proper. The men shall have the right of appeal to this Committee, regarding any unfair treatment, and a decision of a majority of this Committee, during its life, shall be final and binding; this Committee to be composed of one representative of the men, one from the Company, and Mr. Rogers, representing the New York State Board of Mediation, as the third member. To emphasize the fair purpose of the management, and in view of the orderly conduct of the men during the dispute, the men will be restored to their former employment, as rapidly as possible, without prejudice to their record as to seniority and length of service, including pension standing.

On the same date the Union officials submitted the following counter proposition to the Company:

PROPOSED SETTLEMENT OF THE BOILERMAKERS' DISPUTE.

NEW YORK, MARCH 10, 1911.

First: All men on strike to be promptly returned to work by the Company, without discrimination against any individual for any cause except conviction of crime.

Second: No penalty to be enforced or discrimination of any kind shown by the Union against the men who did not go out on strike or who have returned to work.

Third: Referring to the New York Central co-operative shop system, which the management desires installed in the Collinwood and Elkhart Shops, of the Lake Shore Railroad, in the Depew Boiler Shop, in the West Albany Boiler Shop, and in the West Springfield Boiler Shop, the Company invites full discussion of the Plan between the men and their representatives and the management.

Fourth: No unfair advantage to be taken of any of the men working under this system, and the matter to be handled in a quiet orderly way, in accordance with the Company's general policy. Each man shall be guaranteed his full hourly rate while working on this Plan, whether he makes it or not. This agreement to be in full force and effect, until March 1, 1912, and thereafter, unless thirty days' notice of a desire to change same shall be given by either party. The men hereby agree not to go out on strike or walk out for any cause, until such time as all negotiations between the highest authority of both parties have failed, and the company likewise agrees not to cause a lock-out of the men for any reason. This shall include the questions arising, regarding the interpretation of the agreement; recent shop rules and rates are to continue in full force, until such time as Committees, representing the men, shall meet their respective Superintendents of Motive Power, as provided in the agreements.

Fifth: By recommendation of the Chairman of the New York State Board of Arbitration and Mediation, no change will be made from the plan in force up to December 31, 1910, in any shop, until approved by the committee named below, and a majority of boiler makers in the shop where such change is desired. It is understood that no individual will be required to adopt the co-operative plan if he prefers to work on the former plan, neither shall any indi-

vidual be required to refuse to adopt the co-operative plan, when approved as stated above. The introduction and working of the system shall be under the jurisdiction of a Committee of three men, whose appointment the Company agrees to, for one year, who will suggest any changes in the policy that they deem proper. The men shall have the right of appeal to this Committee, regarding any unfair treatment, and a decision of a majority of this Committee, during its life, shall be final and binding; this Committee to be composed of one representative of the men, one from the Company, and the two to select the third. To emphasize the fair purpose of the management, and in view of the orderly conduct of the men during the dispute, the men will be restored to their former employment, without prejudice to their record as to seniority and length of service, including pension standing. All men on strike, who apply for reinstatement, will be returned to their former positions speedily and without discrimination. Delays in re-employing men at any shop will be adjusted by the Committee named below.

Sixth: It is agreed that after all men have been returned to work, who desire to do so, the question of the violation of the agreement by the officials of the Lake Shore Railroad, which was entered into December 27, 1910, be arbitrated. It is further agreed if the Board of Arbitration finds that the agreement was violated by the introduction of the co-operative plan on January 3, 1911, the provisions of the above agreement will apply. But should the Board of Arbitration find that the provisions of the agreement were not violated, then those men who were working under the co-operative plan February 20th, may continue under that plan. The Arbitration Board to be formed as follows: One representing the Company, one representing the men and the third to be chosen by the two.

The foregoing propositions were rejected both by the Company and the boilermakers and further efforts to bring about an understanding were temporarily suspended.

Soon after the commencement of the strike the Company employed some new men at Collinwood and other places and while it continued to operate the shops it was doing so at great disadvantage.

From the beginning of the strike the machinists and blacksmiths in the employ of the company manifested considerable interest in the matter and the employment of non-union workmen in place of the striking union boilermakers caused unrest and dissatisfaction to such an extent that for a time a sympathetic strike was imminent.

As we have stated the strike affected other states, especially New York. All the important extensive shops and almost all the men involved were located in New York and Ohio. The boilermakers refused to consider local settlements and therefore co-operated with the State Board or Arbitration of New York, hoping by united efforts to promote a general settlement which would include all shops. In this, however, we were disappointed as the company would not entertain any proposition which did not provide for piece work and the continued employment of all desirable competent workmen hired during the strike.

Thus matter continued until April 4th, when a following tentative offer was presented to the Company:

NEW YORK, April 14, 1911.

(1) All men to be returned to their former positions within thirty days. If any men have not been returned to work within that time, the question of their return shall be adjusted by the Committee named below.

(2) The Co-operative Plan to be discontinued wherever introduced since the strike, without prejudice to future orderly discussions between the men and their representatives and the management, regarding its introduction.

(3) On return of the men to work, the old rules will be temporarily restored, until adjusted by the employes and their respective Superintendents of Motive Power.

(4) Question of introduction of piece work at Collinwood to be promptly arbitrated by a committee of three men, one representing the Company, one representing the men, and the two to select the third.

(5) Men who did not go out on strike or who have returned to work are not to be discriminated against or have any penalty enforced against them by the Union.

This proposition was rejected for the reason previously stated, that the Company would not consider any agreement or basis of settlement which did not recognize and provide for piece work, and the employment of all desirable machinists hired after the men left the shops on February 20th.

We were reliably informed that soon after the above offer had been declined by the company, the boilermakers proposed to accept the Co-operative Plan or piece work at the Collinwood shops, on condition that the company would restore all the old hands to their former positions within thirty days, which the Company also rejected for the reason above stated.

CLEVELAND WOOLEN MILLS COMPANY.

RAVENNA.

On March 2, the Board was officially informed of a strike at the Annevar mill of the Cleveland Woolen Mills Company, located at Ravenna. On the same date the Secretary of the Board visited Ravenna and at once put himself in communication with the representatives of the workmen and the company.

Upon investigation we learned that the strike commenced on Friday, February 24th, and originally involved only thirty (32) men employed in the washing department.

The men were paid seventeen (17) cents an hour and worked ten (10) hours a day, beginning at 7 o'clock in order to quit at 5 o'clock; they ate their dinner while on duty with the machines in operation. This was satisfactory to the management, but when the men stopped their machines while eating, the company objected to paying them for the lost time and insisted that the men keep the machines in motion or accept

a reduction for the idle time. This was refused by the men who demanded that they be paid the same as before, notwithstanding the stopping of the machines, or that they received an increase of one cent an hour. The company promptly refused the demand and the thirty-two (32) workers in the wash room walked out.

The next day meeting was held when a committee was selected to wait on the management with a proposition that the men return to work for a period of ten days in order to give the company time to consider the matter and accede to their demands for an increase of ten cents in their daily wage, which was also refused by the company.

Another meeting was held on Monday, February 27th, when the strikers offered to return to work at seventeen (17) cents an hour and to make up for all time consumed in eating their dinners, providing that all those who went out on February 24th were re-instated. The company had received information that if it restored the men to their former positions it would not end the trouble; that in a short time the workmen intended to form a union and in their organized capacity would demand higher wages. Under such circumstances the company refused to reinstate the men. This was made known on February 28th, when about (40) women and two hundred (200) men struck to sustain the washers. Some of the employes refused to go out and within a few days several of the strikers returned and some new hands were employed and while the company operated the plant in a limited way it did so at great disadvantage.

The foregoing explains the situation at the time the Secretary of the Board reached Ravenna, on March 2nd. He counseled with the committee representing the strikers and also with the officers of the company and in a general way endeavored to harmonize their differences. With the assistance of the Mayor, the Secretary arranged a joint conference between the superintendent of the mill and the committee, which was held at the Mayor's office on Friday evening, March 3. The conference was attended by the superintendent and foreman of the mill, the strikers' committee, the Mayor and the Secretary of the Board.

The meeting was of the most friendly character. The various phases of the strike were fully discussed and each side expressed a desire for an amicable settlement.

In response to a request of the company for a written proposition as a basis of settlement the committee representing the men submitted the following:

OFFICE OF MAYOR.

RAVENNA, OHIO, March 3, 1911.

To the Cleveland Worsted Mills Company.

GENTLEMEN:—A committee called on Mr. Richardson this evening at 7:30 at the Mayor's office at the suggestion of Mr. Bishop of Columbus, Ohio, to try

and settle the strike at the Annevar mill. All that we ask is that all the employes that are out be re-instated on the terms that we went out on.

Tusting that you will consider this favorably, we remain,

Yours truly,

COMMITTEE.

This proposition was rejected. The company stated that the places of some of the strikers had been filled by new men and they would not discharge them to make room for the old hands and, therefore, they could not comply with the request of the committee for the reinstatement of all employees.

The Secretary of the Board attended a general meeting of the strikers on the evening of March 3. It was evident that many of them, both men and women, considered their cause hopeless and were anxious to return to work. As we have stated new hands had been hired, some of the strikers had resumed their places in the mill and other intended to do so.

The company was firm in the stand it had taken. The workmen were daily resuming their former positions and the company was steadily increasing its working force. Under such circumstances it was useless to continue the struggle and the Secretary advised the strikers to make the best terms they could with the company and return to work. While no settlement was made and no formal action taken by the employes to end the strike, they gradually returned to work as individuals and within a few days thereafter the mill was operating to its usual capacity.

The strike continued two weeks and besides the loss of about \$5,000 in wages many of the employes lost their position. We have no means of knowing the loss to the company.

GARMENT WORKERS.

CLEVELAND.

Having learned through the public press, that there was a strike of garment workers, at Cleveland, the Secretary of the Board visited the locality, June 12th, to inquire into the matter and if possible affect a settlement.

He was informed that thirty-three (33) firms were engaged in the manufacture of ladies suits, cloaks and skirts, that the number of employes varied from about 50 to almost 1,000; that eight of the largest companies were members of the cloak manufacturers' association; that twenty-four (24) other firms belonged to the independent manufacturers association and one firm was independent of all organized bodies. He was also informed that for a long time there had been dissatisfaction as to wages, individual contracts, hour of labor and working conditions.

The reports made to the Board showed that general discontent prevailed in all departments of the several establishments.

On June 3rd a copy of the following was mailed by the garment workers' union to each of the Cleveland manufacturers:

JOINT BOARD

OF THE CLOAK AND SKIRTMAKERS' UNIONS.

SAM PRISAMT,
President.

SOL. FRANKFURT,
Secretary.

CLEVELAND, OHIO, June 3, 1911.

GENTLEMEN:—Enclosed you will please find a list of the demands of the Cloak and Skirtmakers' Unions and Outside Contractors' Association of Cleveland, Ohio, which is hereby presented to you for consideration and acceptance.

A similar letter has been mailed to each and every cloak and suit manufacturer in Cleveland.

A committee of the unions will be at the Euclid Hotel, on and after Monday, the 5th of June, 1911, from 10:00 A. M. to 1:00 P. M. and from 2:00 P. M. to 5:00 P. M.

The committee is also ready and would be pleased to confer with you to devise ways and means whereby a harmonious relationship between the employers and employes can be created and perpetuated thus conserving the welfare of both.

The situation is such that it will not permit of much delay. Therefore we urge upon you the necessity of acting upon this communication with all possible promptness and sincerely trust it will receive your favorable action.

Very truly yours,
SOL. FRANKFURT,
Secretary.

DEMANDS OF THE CLOAK AND SKIRTMAKERS' UNIONS

AND
OUTSIDE CONTRACTORS' ASSOCIATION.

GENERAL DEMANDS.

1. The working hours shall be fifty (50) hours per week, and shall be as follows: From 7:30 A. M. to 11:30 A. M. From 12:30 to 5:30 P. M.; Saturday from 7:30 to 12:30 P. M.
2. No Saturday afternoon and no Sunday work.
3. Overtime work shall not be more than two (2) hours per day, during five (5) days in the week.
4. Week-workers shall be paid double time for overtime.
5. All legal holidays shall be observed.
6. There shall be no charge for machines, power or appliances, nor shall there be any charge for silk and cotton.
7. No inside contracting or sub-contracting.
8. No operator or tailor shall be allowed to have more than one helper.
9. There shall be no time contracts with individual shop employes except foremen, designers and pattern graders.
10. Price list shall be exhibited in a prominent place in the factory where work is distributed.

11. Prices shall be adjusted by a Joint Price Committee to be elected by the employes in the shop, the outside contractors and a representative of the firm.

DEMANDS OF CUTTERS.

1. Cloak, skirt and dress cutters' wages shall be not less than twenty-four (24) dollars per week.

2. Apprentices' wages shall be as follows:

First six (6) months Six (6) dollars per week.

Second six (6) months Eight (8) dollars per week.

Second year, Twelve (12) dollars per week.

Third year, Sixteen (16) dollars per week.

Fourth year, Twenty (20) dollars per week.

After the fourth year they shall be considered as full cutters and shall get the full scale of wages.

DEMANDS OF CLOAK OPERATORS AND INSIDE TAILORS.

1. Sample makers' wages shall not be less than twenty-five (25) dollars per week.

2. Prices for making samples by piece shall be not less than five (5) dollars.

3. Salesmen's samples or duplicates shall be paid twenty-five (25) cents extra.

4. Prices for making garments inside and outside shall be the same.

5. Only sample tailors or operators are to work by the week; all the rest to work by the piece.

6. Twenty-five cents extra shall be paid for every special measurement garment.

7. Fifty cents extra shall be paid for every garment which is to be made for a fitting.

DEMANDS FROM THE DRESS AND SKIRT MAKERS.

1. Wages of the dress sample makers shall not be less than twenty-five (25) dollars and skirt sample makers not less than twenty-two (22) dollars.

2. Prices for skirt samples by piece not less than three (3) dollars.

3. Piece skirt makers shall not be required to do finishing work, such as sewing on buttons, hooks and eyes, bottom basting, or tucking plaits.

4. None but sample makers and finishers shall work by the week.

5. Salesmen's samples and duplicates shall be paid at the rate of twenty-five cents extra.

6. Fifteen cents extra shall be paid for special measurement skirts, and twenty-five cents extra for special measurement dresses.

7. Twenty-five cents extra shall be paid for every duplicate dress.

8. The price for making a dress sample by piece shall be five (5) dollars.

DEMANDS OF PRESSERS.

1. All pressers shall work by the week and be employed directly by the firm.

The following to be the minimum weekly scale for pressers:

2. Coat, jacket, dress and skirt pressers to be paid not less than twenty-two (22) dollars per week. Fore pressers on coats and jackets not less than eighteen (18) dollars per week.

4. Skirt fore pressers not less than sixteen (16) dollars per week and piece pressers not less than fourteen (14) dollars per week.

No foreman shall do any pressing.

DEMANDS OF CONTRACTORS.

1. The firm to furnish silk and cotton or pay the value of the same.
2. Duplicates or salesmen's samples fifty cents extra.
3. Special measurement garments twenty-five cents extra.
4. Garments to be made special twenty-five cents extra.
5. Prices to be adjusted by a committee elected by the employes of the firm, outside contractors, and a representative of the firm.
6. Price list shall be exhibited in a prominent place in the factory where work is distributed.
7. No buttonholes to be made while the garments are being worked on and no buttons to be sewed on by the contractors.
8. Contractors to be paid full cost of the pressing of a garment.
9. Ten per cent (10%) extra to be paid above settled prices inside.

According to the statement of the union officials they endeavored to arrange a meeting with the manufacturers for the purpose of discussing their differences and arriving at a understanding, but were repelled by the manufacturers, who refused to recognize or deal with the union officials. This, however, is disputed by the manufacturers, who declare that no notice of the intended strike was given and no opportunity was given to discuss alleged grievances.

Operations continued until June 7th when almost all the garment workers estimated at 5,000, including about 1,500 women and girls, left the shop in obedience to the following:

THE GENERAL STRIKE DECLARED.

To all the workers of the Cloak and Skirt trade in the city of Cleveland, Cutters, Tailors, Operators, Finishers, Pressers and Skirt Makers:

SISTERS AND BROTHERS:—You are ordered by the General Strike Committee to LEAVE THE SHOPS TO-DAY, WEDNESDAY MORNING, JUNE 7th, AT 10 O'CLOCK SHARP.

Keep away from the shops until our just and reasonable demands are granted by our employers and they treat with our representatives. Pack up and take your tools with you. Once out of the factory do not stop to argue either with your employers or with your fellow workers, but march down to

UTOPIAN HALL, WOODLAND AVENUE AND EAST 31ST STREET
in an orderly and quiet manner.

STAND FIRM AND UNITED AND THE VICTORY IS OURS!

THE GENERAL STRIKE COMMITTEE.

On June 10th the cloak manufacturers' association issued the following:

TO THE CLEVELAND PUBLIC.

A strike was called in the cloak and suit manufacturing establishments of this city on June 7th.

It was called without the consent or desire of a large proportion of the workers of Cleveland.

The entire business world knows that the cloak and suit manufacturing con-

ditions in Cleveland are the best in the United States—superior to those of any other market—greatly superior to the general conditions of New York City.

For many years the working hours have been 54 hours per week, with comparatively little overtime, except for brief periods.

In a majority of the factories many employees (other than piece workers) have steady work the entire year on yearly agreements.

The Cleveland cloak manufacturers were leaders in establishing Saturday half-holidays, having voluntarily adopted the plan several years ago.

Sweatshop methods have never prevailed in Cleveland.

In many respects the Cleveland manufacturers have led the movement for betterment of conditions in this industry.

The working conditions in most of the factories have been the admiration of workmen and manufacturers from other cities.

The wages, gauged by the year, have been better than those of any other city, for in Cleveland the worker is kept busy from nine to eleven months each year, whereas in New York city the period of employment is only about six months, and, therefore, the Cleveland worker averages much more by the year than does the New York worker, whose period of employment is so exceedingly short.

From a sanitary point of view, from a humanitarian point of view, from a human relationship point of view, conditions are so superior in Cleveland to those that exist generally in other markets that there is no comparison between them.

This strike was not called to benefit the workers of Cleveland, but was called to benefit a rival market.

For months the news has been coming from New York that a strike would be called in Cleveland by New Yorkers.

Evidence of the intent to absorb Cleveland business is shown in the statement of Mr. Dyche, the New York strike leader, in which he is reported to have said (See Cleveland Leader of June 7th.)

"Orders are piling into the local houses. These orders cannot be filled on time. This will result in their being canceled and replaced through New York firms and the probable permanent loss of the trade to Cleveland."

An injury to Cleveland manufacturers means of course, an injury to Cleveland workers and to Cleveland industry.

The best proof of actual comparative conditions is the hundreds of applicants who apply voluntarily each year for work in Cleveland factories, under Cleveland conditions. Practically none migrate from Cleveland.

The Cleveland industry has been built up—the welfare of manufacturers and workers has been built up by the method of dealing directly between management and workers, either by the individuals affected or in collective assemblage of the workers in each department or factory, but not through outside representation.

The method of direct friendly contact between management and workers has been to the advantage and good feeling of both and should be prevailing today.

The cloak and suit manufacturers of Cleveland have done their share to build and maintain the superiority of Cleveland industry and will continue to do so.

THE JOHN ANISFIELD Co.,
THE H. BLACK Co.,
THE COHAN, GOODMAN Co.,
THE GREENHUT CLOAK Co.,

THE PRINTZ-BIEDERMAN Co.,
SCHWARZ, HUEBSCHMAN & FORNEY,
M. T. SILVER & Co.,
THE SUNSHINE CLOAK & SUIT Co.

Within a few days after the above statement appeared in the public press, the General Strike Committee issued the following reply:

TO THE CLEVELAND PUBLIC.

ANSWER.

To the paid advertisement of the following, who constitute one-fourth of the cloak manufacturers of the city of Cleveland:

The John Anisfield Co., The H. Black Co., The Cohan-Goodman Co., The Printz-Biederman Co., Schwarz, Huebschman & Forney, M. T. Silver & Co., and The Sunshine Cloak and Suit Company.

If, in your statement to the Cleveland public, that "the entire business world knows that the cloak and suit manufacturing conditions in Cleveland are the best in the United States" was intended by you to mean and apply to the condition of the manufacturers who employ labor being the best in the United States, we do not dissent from this statement, but if, on the contrary, as it would seem, you intend to mislead the public into the belief that the conditions, for the workers, are the best in the United States, we most emphatically dissent from the same, and herein challenge you to test the question by public arbitration, before an impartial board where both parties can be heard, and the public know from proper testimony, the real conditions.

In such an investigation the public might also know what caused the strike, and the conditions leading up to the same, and judge as to the truthfulness or falsity of your statements oft repeated, that this strike was not called to benefit the workers of Cleveland but was called to benefit a rival market.

The public might also become informed as to the compensation paid by you to your employees, and thereby form an opinion for judging as to whether your workers have cause for complaint and whether your statement that the strike was called without the consent or desire of a large proportion of the workers of Cleveland is true.

Your statement that "the working conditions in most of the factories have been the admiration of workmen and manufacturers from other cities" is one so vague that it would be calling on us to undertake too great a task to demonstrate what workmen and manufacturers of other cities may think. We know, however, what the workmen of the city of Cleveland think about it, and they have demonstrated that point by nearly all of them, in a body, leaving your employ without any coercion or intimidation.

Your statement, "the Cleveland industry has been built up—the welfare of manufacturers and workers has been built up—by the method of dealing directly between management and workers, either by the individuals affected or in collective assemblages of the workers in each department or factory, but not through outside representation" is not in strict accordance with the truth. As you well know, it has been the policy of your shops not to deal directly with the workers collectively, but on the contrary, you have insisted that you would not only treat with the men individually, the effect of which was to keep track of every man making a complaint, so as to hold your card system on him, and to require him through fear of discharge, or some other punishment not to make any complaints at all.

Every body of men and women who have common interests have a right to representation. Your stockholders are represented in this conflict by their dele-

gates; why should the same privilege be denied your workmen? There are about six thousand of your employes out on strike. You can readily see you cannot deal with them individually. It would take an unlimited amount of time, and lead to no satisfactory results.

When you were called upon to treat with reference to the grievance of your employes, through their proper committees, and not by outside representatives, yo urefused to do so.

Your statement that "the cloak and suit manufacturers of Cleveland have done their share to build and maintain the superiority of Cleveland industry and will continue to do so" overlooks the fact that your thousands of employes have been furnishing the brawn, sinew and industry necessary to carry on such enterprises.

Your statement is not correct that "the working hours have been 54 hours per week," but on the contrary, during the busy season, a great majority of the factories have, including Sunday exacted 70 hours and more, per week. The Saturday half-holiday has been granted by you only in dull times, when nearly all of the days on account of scarcity of the work were holidays for your laborers.

The following in your statement is not correct, "that the wages gauged by the year have been better than those in other cities." The fact is that about 10% of the workers may be kept busy from nine to eleven months each year, and the other 90% for less than nine months of the year, the majority of whom, in cases upon investigation, it could be shown by reason of the scanty amount paid to them for their labor, have not been able to save enough money to provide for their necessary wants. In many instances the workers who labor for nine months, owing to the inadequacy of pay, are unable to save enough, after supporting their families, to carry them for the remaining three months, and being obliged to borrow from their employers, and being required to contract to return to work, they are compelled, as it were, to mortgage their future to their employers.

Several notable insances occurred on Saturday last when workers went to employers for pay and were told they could not receive the same because they were indebted to the company for money borrowed. It will be readily seen by this condition of affairs that the workers are deprived of their independence and no matter how oppressive their conditions are, they are not permitted to change the same, as no other member of the cloak manufacturers' association will employ them, for the reason that a card list is systematically kept of all such persons, and passed around to the different members of the cloak manufacturers' association.

Referring to your statement "an injury to Cleveland manufacturers means, of course, an injury to Cleveland workers and Cleveland industry." Such a statement is a mere gratuity unless you can establish the proposition that there is but one party to be considered, and that is the manufacturers, and leaving out of account the prosperity, happiness, manhood and womanhood of their employes.

This statement shows great solicitation on your part, that the workers, 6,000 in number, are bent upon their own destruction, and against their will, as you say, they are pulling down the house upon their own heads. You, nowhere, however, point out in your statement, any specific thing being done by your former employes which tend to bring about that result, but you rest your cause in opposing them in this strike upon the one bare statement that their success will benefit the New York manufacturers, a rival market, and bring about your own destruction. This in the face of the fact that there are less than 8,000 workers in your industies in Cleveland, as compared to 70,000 in New York.

No government can long endure which is not founded on the loyalty of a happy, prosperous and contented people ;and while you are doing so much to maintain the superiority of Cleveland industry," join with us in maintaining the superiority of the industrial worker, remembering always that he is greatest who confers the most benefits on his fellowman.

THE GENERAL STRIKE COMMITTEE.

By ISRAEL LEIT, *Chairman.*

The Secretary of the Board communicated with the attorneys representing each side. Counsel for the strikers stated they desired to negotiate a settlement with the employers or failing to reach an agreement were willing to submit the matter to arbitration. The Board endeavored to persuade the attorneys for the manufacturers to exercise their good offices toward a friendly conference. At their suggestion the cloak manufacturers held a meeting which was attended by the Secretary of the Board. He explained to them the great loss to the employers, the employes, the community and the disastrous consequences of strikes and lockouts and pointed out to them the advantages of friendly conferences, amicable settlements, by conciliation or arbitration and appealed to them to meet the representatives of the garment workers and negotiate an understanding with them. All efforts in that direction were futile. The manufacturers declaring their purpose to deal only with their employes as individuals and adhere to the policy outlined in their public statements on June 10th.

A number of the manufacturers informed us that early in the year they had entered into verbal agreements with their employes in the different departments covering wages, hours, and conditions of labor, and all matters affecting their relations as employers and employes; that their agreements were fair to all concerned and the factories operated under them until June 7th when the strike was called; that their employes walked out without cause and could return to work at former wages and conditions at any time they desired, but under no circumstances or at any time would the manufacturers yield to the demands of the union.

Being unable to arrange a conference or settlement, the secretary suspended his efforts for the time being, but continued to keep in touch with the situation.

Notwithstanding the law requires the Mayor of the city or the Probate Judge of the county to notify the Board when a strike or lockout exists or is seriously threatened, no such notice was received until Thursday, June 20th, when the Probate Judge of Cuyahoga county communicated with the Board as follows:

PROBATE COURT.

CLEVELAND, O.

ALEXANDER HADDEN,
Judge.

H. A. SCHWAB,
Chief Clerk.

JUNE 19, 1911.

To the Honorable State Board
of Arbitration and Conciliation,
Columbus, Ohio.

GENTLEMEN:—It having been made to appear to the undersigned that a strike has actually occurred in this vicinity, I hereby notify you thereof, in accordance with Section 1073 of the General Code, and enclose a list of names of the employers, all of whom do business in this city. The nature of the trouble will appear from the enclosed statement. The number of employes involved is variously estimated from four thousand to six thousand.

Very respectfully,

ALEXANDER HADDEN,
Probate Judge.

In response to the foregoing notice the Chairman and Secretary of the Board visited Cleveland, on June 21st, and spent several days endeavoring to promote an understanding between the manufacturers and garment workers.

They met with the manufacturers as individuals and also attended meetings of their association and while they had not requested its services, they were courteous to the Board and gave respectful attention to the arguments and appeals made by it for a settlement or arbitration of the strike.

They reiterated the statements made to the Secretary on a previous visit, regarding the verbal agreements as to wages, etc., and also their statement of June 10th, issued through the public press and again declared their purpose to pay the wage scale prevailing before the strike and to adhere to their former policy of dealing directly with their employes.

On the other hand, the representatives of the garment workers welcomed the members of the Board and its service in so far that it could arrange a conference for them with the manufacturers and while they expressed a desire and willingness to meet the employers and negotiate a settlement it was evident they would insist upon the original demands presented to the manufacturers on June 3rd. They declined to apply for arbitration or to request an investigation as provided by the law, evidently being persuaded that such procedure would not lead to an adjustment.

As will be seen the manufacturers refused to recognize or deal with union officials or other persons claiming to represent the workmen and demanded that in all matters affecting their employment the employes must speak and act for themselves.

In opposition to this the strike committee declare the right of employes to organization and representation; that the practice of making individual contracts in the factories hinders organization, pits man against man and keeps down wages; that the striking garment workers will not recede from the stand they have taken, but on the contrary will continue the struggle for the fundamental principle and right to organize and be represented by officers, committees or otherwise in dealing with their employers.

Being unable at that time to bring the workmen and the employers together or by any means to induce a settlement the members of the Board retired from the scene to await a more favorable time when they would renew their efforts to settle the trouble.

In this connection, we wish to state that in this case the Chairman and Secretary of the Board were placed at a great disadvantage in their work, owing to the fact that the manufacturers were not represented on the board, the member representing the employers having resigned in December 1910, and since then has refused to participate in the work and at the time of writing this, June 26th, his successor had not been appointed by the Governor and in consequence the Board is seriously handicapped.

Following the efforts of the Chairman and Secretary of the Board to promote an amicable settlement of the trouble the cloak and suit manufacturers made the following announcement:

**THE STRIKE OF THE GARMENT-WORKERS IN CLEVELAND WAS
FORCED UPON THEM BY OUTSIDERS AND WAS UNNECESSARY
AND UNJUSTIFIABLE.**

OUR REASONS FOR THIS STATEMENT:

1. While we represent only eight of the cloak and suit manufacturers of Cleveland, we employ over 60 per cent. of the workers. Although some of the workers left their employment voluntarily, we have the personal assurance of the majority of the workers that they do not sympathize with the strike and do desire to stay at work.
2. Not a single grievance was presented to a single manufacturer by his workmen. Certain so-called "demands" were made as a cover for the real object of the strike, which was to place the cloak business of Cleveland—one of its largest industries—under the domination of a New York union and its local lieutenants.
3. Even these so-called "demands" were not presented by Cleveland workmen to Cleveland manufacturers. They were mailed from the Hotel Euclid and received in the mails June 5th. The strike was called on the morning of June 7th, after a meeting attended by much less than half of all the workers.

THE STRIKE BROUGHT TO CLEVELAND BY OUTSIDERS.

It originated in a strike in New York city in July, 1910, led by the same men who are leading the strike in Cleveland today.

The stenographic report of the New York conference between the New York manufacturers and the strike leaders has been published, word for word.

This report shows that Cleveland growth, and the prosperity of Cleveland workers was used to force the manufacturers to terms.

The same report shows the promise was made to force the same terms on Cleveland, regardless of whether those conditions fitted Cleveland or not.

The prosperity of Cleveland workmen, the superiority of their working conditions, the fact that they earn more money, that a large proportion of them own their homes and that they enjoy a better scale of living were all asserted by the strike leaders at that conference.

THESE FACTS ARE ON RECORD IN COLD TYPE.

As a matter of fact, the whole method of doing business is so different in Cleveland, that to enforce New York conditions here would result in the ruin of the industry and its transference elsewhere.

THE DEMAND MADE BY THESE OUTSIDERS NOT JUSTIFIED.

For example:—

HOLIDAYS—Saturday half-holidays the year around were initiated by the Cleveland manufacturers themselves and have been in force in Cleveland a long time.

OVERTIME—This is at the option of the worker and has not been excessive. 95% of the tailors are on piece work and the more thrifty and capable they are the more they welcome the opportunity to add to their earnings. Overtime work has never been compulsory.

CHARGE FOR MATERIAL—The statement that the worker pays for silk and cotton is untrue. A temporary charge is made, but when the finished garment is returned that charge is canceled. This system is in use solely to prevent loss and waste.

MACHINE RENT—The facts are that 99% of the machines in use in Cleveland are owned by the manufacturers. On less than 5% of these is any rent charged. Over 99% are furnished free.

POWER—There is no charge for power in Cleveland, though there used to be in New York.

WAGES—In no other city have garment workers steady employment for as many months in the year as in Cleveland or as favorable terms of employment. They earn more money annually, save more and live better than in New York.

The strike in Cleveland is not a question of wages or working conditions. It is an attempt to dictate to the Cleveland manufacturers that they shall run their business as it is carried on in New York, regardless of different Cleveland conditions. The life of the business in Cleveland depends on its being managed as it has been in the past, and it cannot last or be maintained if it is carried on as in New York.

Arbitration under these conditions would only be an unrighteous surrender to an unnecessary and unjustifiable attack by outsiders upon a great Cleveland industry.

We have always been able and willing to adjust any and all differences by personal contact with our own employes.

We stand for home rule in Cleveland industry—for direct contact and negotiation between management and workers—for freedom from outside domination.

THE JOHN AINSFIELD Co.

THE H. BLACK Co.

THE COHAN, GOODMAN Co.

THE GREENHUT CLOAK Co.

THE PRINTZ-BIEDERMAN Co.

SCHWARZ, HUEBSCHMAN & FORNEY.

M. T. SILVER & Co.

THE SUNSHINE CLOAK & SUIT Co.

The Board still continued in its efforts to bring about a settlement of this unpleasant and very expensive strike, but the manufacturers positively refused to meet with the representatives of the Garment Workers Union and also refused to submit the question to a Board of Arbitration. The strike continued until October 15th, when it was called off.

The strike began June 7, 1911, and ended October 15; number of weeks, twenty; number of employes engaged, six thousand.

The strikers were forced to return to work without their demands being granted.

SETTLEMENT AND AGREEMENT OF THE K. & M. RAILROAD

AUGUST, 1911.

The stationary engineers, machinists, blacksmiths and helpers, boilermakers, car builders and repairers employed on the Kanawha and Michigan Railroad, formed an organization known as "The Federation of Trades." Shortly thereafter, they prepared a set of working rules, also a demand for an advance in wages and submitted them to the General Manager, Mr. Lyons, at the same time requesting that the representatives of the railroad company meet with them for the purpose of trying to bring about a settlement.

Meetings were held at Charlestown, W. Va., and Hobson, Ohio, but no settlement was reached and negotiations were broken off. It looked very much like there was going to be a strike of the employes affected on the entire system. On October 1st, the officers of the organization and a committee representing the employes came to Columbus and requested a conference with President Sheldon. This was refused. They then requested that the Board use their influence in trying to bring about another meeting. Complying with their wishes the Secretary called upon President Sheldon in his office and arranged for a meeting to take place at Hobson on October 6th.

The Secretary was requested by both sides to be present and assist in the work. The meeting was very harmonious. General Manager Lyons went into the question very frankly and we succeeded in making a satisfactory settlement. Many of the employes received an advance in wages and their condition were very much improved.

THE KANAWHA AND MICHIGAN RAILWAY COMPANY.

(Settlement October 6th, 1911.)

GENERAL MECHANICAL DEPARTMENT—RULES AND REGULATIONS.

RULE No. 1.

Nine hours will constitute a regular day or a regular night's work. This rule does not apply to men working twelve hour shifts.

RULE No. 2.

All time over nine hours will be paid for at the rate of time and one-half.

RULE No. 3.

Any man required to work meal hour will receive one hour's pay for same.

RULE No. 4.

All employees ordered to return and perform work during overtime hours will receive five hours pay for three hours and twenty minutes work or less.

RULE No. 5.

Employees who at times for good and sufficient reasons are unable to report for work at the specified time will be allowed to go to work one hour later.

RULE No. 6.

Overtime work will be confined to emergency cases, such as making repairs, wrecks, shop tools, machinery, etc., and when it becomes necessary for employees to work overtime they will not be laid off to equalize time so worked.

RULE No. 7.

All overtime worked will be equally divided among men of the different Departments in which it is worked as far as practical.

RULE No. 8.

Overtime will be paid for Sundays and all regular holidays, such as New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas, and any other day that the Federal or State Government may set out as a regular holiday. When a regular holiday falls on Sunday the day observed by the Federal or State Government will be considered as a holiday to be paid for at the rate of time and one-half per hour, overtime rates also to apply to men employed at nights.

Overtime rates will not be paid to employees working twelve hour shifts or employees working Sundays, or to Laborers, other than Mechanics and their Helpers. Overtime rates apply to all employees while wrecking.

RULE No. 9.

Employees when sent out on the road away from their home station shall receive time from the time called until they return, overtime rates for all overtime hours, whether waiting, traveling, or working, with reasonable amounts of expense. When sleeping cars and meals are furnished by the Company expense will not be allowed.

This rule does not apply to men away from home over twenty-four hours except expense incurred.

RULE No. 10.

When it becomes necessary to reduce expense the number of working hours will be reduced to forty-five (45) hours per week. If further reductions are necessary same will be made by reduction of force.

RULE No. 11.

Night men will be given preference for day work when a vacancy occurs should they desire the position.

RULE No. 12.

When vacancies occur employees will be given consideration for promotion, proficiency, character, and seniority to govern.

RULE No. 13.

No discrimination will be permitted against any employee.

RULE No. 14.

Good water will be furnished for drinking purposes and ice in season. Heat and proper ventilation will be provided in all shops and roundhouses. Suitable clothes lockers will be furnished to all employees.

RULE No. 15.

No employee will absent himself from duty without permission from the foreman in charge.

RULE No. 16.

A small whistle will be blown three minutes before quitting time for the purpose of allowing the men to make out their service cards and put away their tools. Service cards must not be made out until the small whistle is blown. Overalls must be kept on until the large whistle blows.

RULE No. 17.

Smoking in shops is prohibited during regular working hours.

RULE No. 18.

Lunching during regular working hours is prohibited except employees working twelve-hour shifts.

RULE No. 19.

Commuter will run to shop on 4:10 trip.

RULE No. 20.

Employees will be held responsible for tools belonging to the company used by them in performance of their duties.

RULE No. 21.

Time checks and tool room checks will be paid for at the rate of 25c each when lost.

THE KANAWHA AND MICHIGAN RAILWAY COMPANY.

RULE No. 22.

A man advanced for a day or more to a position paying a higher rate shall receive the higher rate until the regular man returns to work.

RULE No. 23.

Men filling places held by monthly men will retain their own rates, for a period of less than one month.

RULE No. 24.

Laborers when called out during the night or Sunday will be paid time and one-half time.

All the above rules, regulations, and prices are agreed to by the Kanawha and Michigan R'y. Co. and the employees of the Mechanical Department.

SETTLEMENT ON THE C. H. & D. RAILROAD.

September 15, 1911, a committee representing the Maintenance of Way employes, employed on the C. H. & D. Railroad prepared and submitted a schedule of working rules and rates of wages to the general superintendent providing for an increase in wages and improved conditions of employment. The committee representing the employes had several conferences with the general suprintndent but nothing was accomplished in the way of bringing about a settlement of their differences. The representatives of the workmen realizing the terrible danger that employes in the train service and the traveling public would be subjected by the suspension of work, not wishing to assume the responsibility of a struggle between the Company and its employes that would possibly disrupt the friendyl relations that have always existed between them without using every honorable means to bring about an adjustment of their differences offered to submit the proposition to a local board of arbitration. This was finally accepted by the management of the C. H. & D. Railroad system.

The decision reached by the majority of the Board was very unsatisfactory. Mr. P. H. Morrissy, who represented the employes filed a minority report.

Below will be found the findings of the Board with comments of the Secretary Treasurer of the organization known as the Maintenance of Way.

CIR. 109.

St. Louis, Mo., Dec. 26, 1911.

To the Members of the I. B. M. W. E. Employed on the C., H. & D. Ry.

DEAR SIR AND BROTHER:—Vice-President H. A. Vurpia has just forwarded to me a copy of the award made by the Board of Arbitration, with regard to the controversy on the C. H. & D. Ry. and its maintenance of way employes. The award reads as follows:

"All section foremen, receiving less than \$55.00 per month, regular monthly rate, shall receive an advance of \$2.50 per month. All section laborers, receiving less than 15 cents per hour, regular rate, shall receive $\frac{1}{2}$ cent pe hour additional. Pumpers now carried on the Maintenance of Way pay roll, shall receive an increase of 5% over the present rate. All other rates remain as at present.

(Signed) RUSSELL B. HELLER,
FRANK H. ALFRED."

"I dissent from the foregoing award for the reason that in my judgment, the rates allowed do not fairly compensate the employes, nor are they fairly parallel with the rates for similar classes of employes on other roads, according to the evidence submitted.

(Signed) P. H. MORRISSEY,
Arbitrator"

I need not assure our members on the C., H. & D. that the award falls short of what we had expected, still as we entered into this agreement with the company to accept an award made by a Board of Arbitration, we are in duty bound to respect this agreement. You have gained several points which are of much greater value to you for future action than the matter of small increases granted.

First, you have received recognition from the company as an organized body, and under that recognition, you are entitled to give thirty days' notice and go back at any time to ask for a revision. This is a strong point and one which has cost a great deal more to bring about in other cases than has the award on the C., H. & D.

It now remains for our members everywhere to use their best efforts to build up the organization, so that when the time arrives for your committee to make another appointment with the management, it can show a backing of 100% of Maintenance of Way Employes, and you can depend upon it that your committee will not again submit its claim to a Board of Arbitration, but will fight it out on the regular line of such controversy and that it will be more successful the next time than at this one.

The Canadian Pacific Railway, which is today one of the best paid roads in America and on which we have the largest membership, after eleven long weeks of strike in 1901 only succeeded in gaining a bare recognition. Their wages at that time were down below yours today. Today, they are enjoying a minimum wage for laborers of \$1.80 per day and foremen receive a minimum of \$75.00 per month. This is in the west. The east is also advanced as much as the west, but owing to the cost of living being cheaper in the east, the rates do not go quite as high. In many cases the wages of the men on this road have been nearly doubled since they first got their contract ten years ago, and what is true of them will be also in your case if you will follow out the same method, perfect your organization on the C., H. & D. and make it solid.

Your committee and your Grand Lodge officers did everything in their power at the meeting of this Arbitration Board, and the evidence produced by the company was in favor of the men, but the trouble was that your general superintendent was one member of the Arbitration Board and the chairman was a weakling, a man too small for the position, not having any conception or idea of the arduous labor you perform, even he was told it by the officials from other roads brought there to testify by the C., H. & D.

I do not lay any charge of unfairness to the chairman of the committee, because I believe he was an honest man, but he did not have a sufficient knowledge nor do I think it was impressed upon his mind by the evidence to make any material change.

Grand Lodge expects that every man on the C., H. & D. Ry. will do his whole duty by the company, so that no reproach may be made by the officials of your work being improved upon or not properly done. Do your whole duty and when you go before a management again, it will be with a clear conscience and with a knowledge that you have done everything that was possible and that you expect the company to treat you right and fairly.

Trusting you all had a merry Christmas and that the New Year will bring with it renewed health and prosperity, I remain,

Fraternally yours,

SAMUEL J. PEGG,
Secretary-Treasurer.

P-D-CG.

STRIKE OF THE NYE STOVE FOUNDRY, MARIETTA 1911.

On November 15th, 1911, the Secretary of the Board of Arbitration was requested to go to Marietta where a strike was in progress at the Nye Foundry Company's Plant since February 21st, 1911.

The cause of the strike was, the Company refused to comply with a part of the joint agreement that required the moulders to work seven hours in the stand. The Company insisted on seven and one-half hours. There is considerable bad feeling existing between the strikers and the Company. The latter charges that the men who are on strike are interfering with the nonunion men and trying to persuade them to discontinue work. This the strikers absolutely denied.

On June 3rd, the management got out an injunction preventing the strikers from interfering in any way with their employees.

On October 25th, the Company caused the arrest of three or four of the striking foundry men, charging them with violating the court's order. The hearing came up on November 13th, but the judge has not yet rendered his decision. The strike is still on.

STRIKE OF THE CLAY WORKERS OF UHRICHSVILLE.

TUSCARAWAS COUNTY.

On May 15th, 1912, the Secretary of the Board of Arbitration was notified that a strike of clay workers employed by the manufacturers of brick and tile industry existed near Uhrichsville in Tuscarawas County. The Secretary visited Uhrichsville on the 17th day of May and found the clay mines practically closed; however, it appeared that the companies interested contemplated trouble for some time before the strike was ordered and had considerable clay in stock to keep the factories in operation.

The Secretary of the Board immediately called upon the representatives of both sides to the controversy and tendered the services of the Board in an effort to bring about a settlement but the employers positively refused to meet in joint conference, giving as one of their reasons that the men had violated their contract by closing the plants without notifying the companies. They further stated that on account of the demoralized condition of the trade it was utterly impossible to pay an advance in wages. They stated that they were now paying higher wages for mining clay than any of their competitors in the county based on an eight-hour day. It was evident to the Secretary of the Board of Arbitration that it was but a waste of time to try and bring the contending parties together as there was some feeling shown in the discussion.

Before leaving, however, we advised them to meet with their employes and settle their differences; that the business was too important to allow personal feelings to prevent a settlement and the interest of all those who depended on those factories for a living directly and indirectly should be considered.

This strike continued until June 25th, 1912, when the employes held a meeting and declared it off. The number of employes engaged seventy-five; number of employes indirectly effected six hundred.

STRIKE OF THE PACKERS OF GLASSWARE AT THE IMPERIAL PLANT AT BELLAIRE.

On July 24th, 1912, the Secretary of the Board of Arbitration was notified by Mr. Thos. Hughes, representing the Bellmont Trades Assembly that the men who were employed as packers at the Imperial glass factory were on strike. The Secretary went to Bellaire and held a short conference with the committee representing the packers union. We were informed that the management of the packing department were laying off and discharging men who they claimed were careless in preparing the ware for shipment. The committee claimed that while there may have been some ground for this complaint, as a rule it was largely due to poor material used for packing purposes. The material was of such a rough nature that it was impossible to pack the ware with any degree of safety in transportation.

The Secretary of the Board then went to the office of the company for the purpose of trying to arrange a meeting, but nothing could be done as the general manager was out of the city.

On August 20th, the Secretary of the Board again went to Bellaire and tried to bring about a settlement without result.

The general manager positively refused to submit the case to arbitration. It appears to be the intention of the company to break up the local union for a notice to that effect has been issued for the employing of nonunion men.

This strike is still on; a number of men having taken the places of the strikers who were formerly employed as packers of glassware.

DETAILED MINING SCALE.

(SUB-DISTRICT 1 OF DISTRICT 6.)

EFFECTIVE FROM APRIL 1, 1910, TO MARCH 31, 1912.

THIS AGREEMENT, by and between the respective duly authorized representatives of the Coal Operators and Miners of the Hocking District of Ohio,

WITNESSETH, That, pursuant to the agreement signed at Columbus, Ohio, on April 5th, 1910, by the miners and operators of Hocking District of Ohio, the

following shall be the prices, rates of wages, rules and conditions to govern the production of coal in the district aforesaid for two years, commencing on April 1st, 1910, and ending on March 31st, 1912:

PICK MINING.

Screened lump, per ton.....	\$0.95
Run of mine, five-sevenths lump price, per ton.....	.6785
Entries, dry, per yard.....	2.3748
Breakthroughs in entries, per yard.....	2.3748
Breakthroughs in room, per yard.....	1.6465
Room turning, per ton.....	3.5992

INSIDE DAY LABOR.

Tracklayers, per day.....	\$2.70
Tracklayers' helpers, per day.....	2.49
Trappers	1.25
Bottom cagers, drivers, trip (rope) riders, per day.....	2.70
Water haulers, machine haulers, per day.....	2.70
Timberman, per day.....	2.70
Pipe men, for compressed air plants, per day.....	2.63
Wire men, per day.....	2.70
Motormen (minimum) per day.....	2.70
All other inside day labor, per day.....	2.49

MACHINE CUTTING.

By Jeffrey style of machines, in room, per ton.....	\$0.1030
By Jeffrey style of machines, in entray, per ton.....	.14
By punching machines, in rooms, per ton	.15
By punching machines, in entries, per ton.....	.16½

LOADING.

In rooms, per ton.....	\$0.5170
In rooms, with hand-drilling, per ton.....	.5470
In entry, per ton.....	.6435
In entry, with hand drilling, per ton.....	.6735
Breakthroughs in entry, per ton.....	Entry price
Breakthroughs in rooms, with hand-drilling, per ton.....	.6330
Breakthroughs, in rooms, without hand-drilling, per ton.....	.6030

DRILLING.

By hand, per ton.....	\$0.08
By machine, per ton.....	.0263
Room turning, cutter and loader.....	Entry price

OUTSIDE DAY WAGE SCALE.

First blacksmith, per day.....	\$2.96
Second blacksmith, per day.....	2.67
Blacksmith helpers, per day.....	2.49
Carpenters, per day.....	2.67
Dumpers and trimmers, per day.....	2.49
Slack haulers, per day.....	2.07
Greasers and couplers, per day.....	1.48

All outside day labor not above enumerated shall be paid an advance proportionate with the advance in pick mining.

All present outside labor not satisfied with the wages to be paid according to this scale, shall be given an average place in the mine.

RULES AND CONDITIONS.

First. The screen adopted by the Toledo Inter-State Agreement of 1908, is reaffirmed and shall be uniform in size, six feet wide by twelve feet long, built of flat or Akron-shaped bars, of not less than five-eighths of an inch surface, with one and one-fourth inches between bars, free from obstruction; and such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

Second. That the eight-hour day of forty-eight hours of six days per week is hereby reaffirmed.

Third. That an eight-hour day means eight hours' work in the mine at usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from same at night.

Regarding drivers, they shall take their mules to and from the stables, and the time required in so doing shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars, but in no case shall the driver's time be docked while he is waiting for such car at the point named.

Fourth. That when the men go into the mine in the morning they shall be entitled to two hours' pay, whether or not the mine works the full two hours. But after the first two hours the men shall be paid for every hour thereafter by the hour for each hour's work or fractional part thereof. If for any reason the regular routine work cannot be furnished the inside labor for a portion of the first two hours the operators may furnish other than the regular labor for the unexpired time.

5. TURNS.

There shall be no free turns allowed to either rooms or entries. The entries shall be driven as fast as operators desire or conditions permit, but in no case shall entry miners be allowed more cars per week than room miners; and at least once each two weeks the turn shall be made uniform for the time previously worked. If, however, the regular turn will not allow cars enough to drive the entries as fast as desired, the operators shall increase the number of miners in each entry, so that, by giving to each the regular turn, the entries shall be driven as fast as two miners could drive them with full work. If, however, the room men decline to take their place in the entries when requested to do so by the operators, then the entry men shall have free turns until the entries are driven the required length. Nothing in the foregoing to prevent fast turns.

Where machine cuttings are loaded separately they shall not be counted on the loader's turn, but shall be checked by him for identification.

6. CLEAN COAL.

It is understood and agreed that the coal mined under this agreement shall be clean and free from slate, bone coal and other impurities.

But when coal is not so mined no dock shall be taken for less than 100 pounds of dirt unless it is apparent that dirty coal has been loaded intentionally; then 300 pounds of good coal shall be taken for 100 pounds or less.

For from 150 to 250 pounds of dirty coal, 700 pounds or its equivalent shall be taken.

For 250 or more pounds of dirty coal, 30 cents shall be checked off.

For the third car of dirty coal in the same day, from the same working place, 50 cents shall be checked off, and the man or men shall be suspended for one day; and if upon investigation by the mine boss and committee the man or men are found to have an average working place, he or they may be suspended more days at the discretion of the mine boss and committee. But should the place be found below an average working place, then the turn of the loader shall be made up for the day suspended and the 50 cents refunded.

Whenever the provisions of this contract in regard to clean coal are not observed the operator has the right to close down the mine until the miners will observe the contract to produce clean coal.

The proceeds of all good coal and money docked shall be placed in the burial fund and shall not be refunded.

All good coal docked must be paid for at the rate for which it is mined.

Weigh offices to be so arranged that check weighmen can see the chutes and railroad cars.

7. CLAY VEINS.

Where clay veins, rolls in bottom or horsebacks exist, the price for removing the same shall be determined between the loader and mine boss. If loader and mine boss fail to agree, the same to be referred to loader, min boss and mine committee.

8. SLATE.

The company shall remove the slate from the working places of the miners; and if the company fails after being notified, the miner shall be employed to remove such slate and be paid therefor at the price agreed upon between the mine boss and the miner, based on the price of inside day labor. This refers to roof only and not to bone coal.

9. BOTTOM, SPRAGS, ETC.

All machines shall be fitted with front shoe and not to exceed two and one-half inches in thickness, and the machine men be required to cut coal level and close to bottom; and in no case shall thickness of bottom exceed four inches, except in case of pots or other extreme variations. All machine men leaving more bottom than above must lift the same, or it shall be lifted at their expense. Where the mine boss or superintendent orders left a greater thickness than four inches, the company shall take care of it; and where the bottom is sulphurous and unmarketable the miner may call the attention of the mine boss to it and endeavor to arrive at an agreement for its removal or retention. If the mine boss and miner fail to reach an agreement as to compensation or otherwise, the matter shall be submitted to the superintendent and mine committee for adjustment. In case of sprags being left by a machine man, he shall be notified by the loader, and if he refuses to remove the same the loader shall remove the same and be allowed 50 cents for so doing; the said 50 cents to be deducted from machine runner. When any machine runner leaves six or more sprags in any one pay, he shall be removed from machine and his services be disposed of as deemed best by the general superintendent.

The company shall provide shields for covering cutter head of machine. The machine man shall be required to remove the bits from the chain on cutter head, or place the shield over cutter head, to make the machine safe to be moved. Any machine man failing to carry out this rule may be removed from machine without question.

10. ROOMS.

All rooms shall be 30 feet wide, with two tracks in each room where practicable. Where rooms have to be cut under 25 feet wide, to 18 feet, the same shall be paid for at 3 cents per ton extra; not to affect pillars or entries. Each two men shall be given two rooms where practicable. Slabs to be left to men and mine boss.

Where rooms are cut or ordered to be cut 25 feet wide, it is to be wide work and so paid for whether squared up or not.

11. BREAK-THROUGHS BETWEEN ROOMS.

All break-throughs between rooms shall be paid for at entry price for all coal over three cuts by six-foot machine.

12. CLEARING TRACK.

Men other than drivers and trappers, employed to gather up coal along working roads and cleaning up track, shall receive pay for such work at narrow work prices per ton with cutting added.

Any such man found taking down or loading other than the coal already down and along track shall be discharged.

13. BLACKSMITHING.

Blacksmithing shall be 1 cent on the dollar for pick miners.
Machine runners and loaders are not to be charged for blacksmithing.

14. PICK MINE NECKS.

In opening rooms in pick mines where narrow work exceeds 18 feet before widening rooms, all in excess of 18 feet, shall be paid for at entry price.

15. LOST COAL.

If the company insists upon the machine men's cutting places, then the company shall pay for all coal lost by places falling in. Coal so lost shall be paid for within thirty days.

16. WET PLACES.

Where the mine boss and miners fail to agree as to whether the working place is wet and entitled to extra pay, it shall be referred to the committee and mine boss or superintendent, and if adjudged wet .0343 cents per ton additional shall be paid.

Ten cents per barrel shall be paid for baling water; sufficient barrels to be furnished to miners to keep their places dry. The said barrels shall be common oil barrels. In the event of the management failing to provide empty barrels as required by miners, then .0343 cents per ton extra shall be paid for wet places. It shall be optional with the company to work wet places. It is agreed and understood that in wet places the miner, to be entitled to wet price, must first take up the matter with the mine boss for adjustment.

17. ENTRIES REGULAR AND DEFICIENT.

It is understood and agreed that in entries of regular height, and where no horseback, clay vein or other foreign substance exists, no average will be paid.

In deficient entry, where it is necessary to take down slate for height or roadway, the loader will shoot and load the same.

Where rock is encountered, the same shall be drilled and shot down by the company and loaded by the loader. Where such deficient entry is driven and rock or slate is handled by the loader, the established average tonnage of said entry or mine will be paid.

Each crossing shall be cut full width and depth unless otherwise ordered by the company; and the manner of counting said crossing shall be the regular depth of machine as determined by tape measure.

The coal to be mined in a workmanlike manner, so as to produce the greatest amount of lump coal; and each car shall be checked with a check of the man doing the work.

Where the company wishes to drive deficient entry by the day, the price per day to be equal to four tons of pick coal; the company to have the right to select their men.

Where rock drilling and shooting in deficient entries is done by hand, the rate per day shall be \$3.80. Where done by electric drill, the minimum rate per day shall be \$2.70.

18. ENTRIES, DOUBLE SHIFT.

.3166 cents per yard shall be paid for driving double shift entries and breakthroughs between entries.

19. DAY LABOR ON IDLE DAYS.

When necessary, day men shall work on idle days, or, in cases of emergency, over-time; but such work shall be distributed as equally as possible among employees. The operators reserve the right to work skilled labor upon days when mine is idle, or, in cases of emergency, extra shift.

20. DAY LABOR TRANSFERRED.

Drivers and other day men shall work under the direction of the mine boss or superintendent, and shall perform such labor as may be required by mine boss or superintendent, provided, that the scale of wages is paid for such labor required to be performed.

21. UNWARRANTED ABSENCE OF EMPLOYEES.

When a machine runner, or any employ upon whose work other employees of mine are dependent, absents himself from duty, except in case of sickness and without furnishing a competent substitute, and without giving advance notice to mine boss, if possible, he forfeits his position.

22. WAITING FOR CARS.

Where cars are promised and are on the way between the yards and mine at starting time in the morning the men shall wait up to and not exceeding thirty minutes; provided, however, that where satisfactory local arrangements exist for waiting for cars the same shall remain in force and be observed.

23. NOON HOUR VARIATION.

In case of emergency the company shall have the right to vary the noon hour to one-half hour earlier. All day men affected shall be notified in advance of such variation in noon hour.

24. MEETINGS AT MINE.

Where necessary to hold meetings at mine where miners so desire, one afternoon each month shall be allowed for the purpose of holding such meetings.

Such afternoon to be agreed upon between the management and the miners at the different mines.

No other meetings than as herein provided shall be held at any mine during working hours.

25. LOCAL RULES AND ORDERS.

No local rules or orders shall be made or given by either miners or operators, or their agents, that interfere with the provisions of this contract.

26. DRIVERS', DAY MEN'S OR MACHINE MEN'S ABSENCE.

In case a machine man, driver or other day man fails to appear for duty, a man may be taken from a working place; the man taking either's place to get such turn for one day each pay.

27. MINE IDLE ON ACCOUNT OF IDLE MEN.

If four men are out of cutting or drilling at work time in the morning and upon investigation by mine boss and committee, it is found to be the fault of the company, the mine shall be laid idle the next day at the discretion of the committee. But this shall not prevent the company's furnishing employment to the men so idle, in preference to the mine's being rendered idle. But in no event shall a breakdown or unavoidable accident be considered the fault of the company.

28. MACHINE CUTTINGS.

In consideration of $\frac{1}{2}$ cent per ton extra on a ton of lump coal produced by machines, to be paid to the machine loader, said loader shall load out the machine cuttings, either with his lump coal or by itself in separate cars, as the operator may desire; said cars to be checked by loader for identification; and none of said cuttings shall be thrown back into the gob or roadways in violation of this rule; and if thrown back by the loader he shall receive no compensation for the same.

If at any time in the future the said cuttings are not by the Mining Department of the state required to be loaded out, no compensation shall be paid therefor.

This extra $\frac{1}{2}$ cent per ton shall in no wise affect the prices agreed upon or heretofore paid for loading out the other grades of coal produced in any mine, nor apply to any mine now paying in excess of $\frac{1}{2}$ cent per ton for loading out machine cuttings.

29. SETTLEMENT OF DISPUTES.

It is agreed that if any differences arise between an employer and employee in or about the mines, it shall be the duty of the person or persons affected to settle the same with the mine boss. If they fail to agree, the question shall be referred to the mine superintendent and mine committee. If they fail to agree, it shall be referred to the sub-district officers of the United Mine Workers and the general superintendent. Then, in case of failure of agreement, it shall be referred to the state officers of the United Mine Workers and the coal company affected, or the operators' commissioner.

All controversies arising under the terms of this agreement shall be taken up for adjustment as herein provided, without delay.

30. STOPPING OF MINES.

No stoppage shall take place at any mine on account of any grievance (except for breaking down of weigh scales or refusal of employers to pay on regular pay

day without explanation) until the matter has been presented for adjustment and acted upon as provided in Rule 29.

No grievance shall be considered or taken up for settlement by either party to this contract at any mine where a strike or stoppage of work occurs contrary to the provisions of this contract, while such stoppage of work exists, until the mine again resumes work.

Should the miners stop the mine for the purpose of redressing a grievance, it shall be considered a violation of contract; and those who upon investigation are found responsible for such illegal stoppage or strike shall be suspended at the discretion of the operator or the operators' commissioner and the state and sub-district officers of the United Mine Workers of America.

With reference to companies whose mine bosses or superintendents are guilty of stopping the mines for the purposes of redressing a grievance, except as provided in Rule 6 as to clean coal, they shall, upon conviction by the authorities above provided, be fined in the sum of \$50 for each offense; the same to be paid to the treasurer of Sub-District No. 1 or the treasurer of District 6 of the United Mine Workers of America, as they may direct.

31. Boys.

All things being equal, sons of members of the United Mine Workers of America, when becoming of proper age, shall be allowed the preference of going into the mines.

It is agreed and understood that nothing in this agreement shall be intended to mean that boys under sixteen years of age shall receive men's wages.

32. LIMIT ON MINE CARS.

No limit of weight shall be placed on loading mine cars; and in case of loss in transit, the company shall not be held responsible except where cars are broken by employees, or where a wreck occurs the average weight shall be made good by the company. In order that miners cannot take advantage of this clause, the mine manager and committee of any mine where complaint is made of loading cars over their capacity, shall mutually agree on a standard height of loading cars.

33. ENGINEERS AND FIREMEN.

In case of local or general suspension of mining, either at the expiration of this contract or otherwise, the engineers, firemen, pumpers and other men necessary to keep the mines in shape, shall not suspend work, but shall, when mine is suspended fully protect and keep in repair all of the company's property under their care, and operate fans and pumps, and lower and hoist such men or supplies as may be required to keep up steam at the company's coal plant; but it is understood and agreed that the operators will not ask them to hoist any coal produced by non-union labor for sale on the market. The rates to be paid for such work to be those in effect at the time of suspension, subject to any subsequent settlement.

34. CHECK OFF.

The system of checking off for the United Mine Workers' organization remains in force and must be observed; the same to be checked off by per cent. earnings. The above to include all dues and assessments for burial fund and United Mine Workers' organization.

No fines shall be collected except it is ordered by a majority vote of the members present at a regularly called local meeting.

However, should either the operator, the local union or the party upon whom the fine is imposed, object to such fine, each of them shall have the right to appeal the sub-district president and the operator or the operators' commissioner for final ruling.

In order to be honored, check off figures must be furnished to the company by noon of the first and by noon of the sixteenth of each month.

35. SPECIAL CONDITIONS AND LOCAL CONCESSIONS.

Conditions governing all employees in and about the mines prevailing during the year 1909 and not specifically covered in the above rules and conditions, shall remain unchanged. But any local concession made heretofore by any miner or operator at any mine shall be open to him for adjustment.

Approved and endorsed in general Sub-District Convention, and signed at Chillicothe, Ohio, this 29th day of April, 1910.

In behalf of operators:

A. CUNNINGHAME,
F. S. KNOX, JR.,
N. D. MONSARRATT,
EDWARD JOHNSON,
E. M. POSTON,
R. ENDERLIN,
A. E. MOORE,
P. C. MORRIS,
W. K. FIELD, *President*,
G. C. WHEITZELL, *Vice President*,
A. BRENHOLTZ, *Treasurer*,
F. S. BROOKS, *Secretary*,
JAS. PRITCHARD, *Commissioner*.

In behalf of miners:

D. H. SULLIVAN, *President District 6*,
JOHN MOORE, *Vice President District 6*,
G. W. SAVAGE, *Secretary District 6*,
C. W. FISCHER,
BERNARD DORAN,
E. STEPHENSON,
JOSEPH O. ROURK,
FRED. PARKER,
HERBERT MINSELL,
MORRIS ALBAUGH,
H. A. LANNING, *President*,
JAMES ALLEN, *Vice President*,
JOSEPH RICHARDS, *Secretary-Treasurer*,
R. ENDERLIN, *Chairman*,
F. S. BROOKS,
JOSEPH RICHARDS,
Secretaries.

SUB-DISTRICT 2.

DETAILED MINING SCALE FOR THE COALTON AND WELLSTON FIELD, FROM APRIL 1, 1910, TO MARCH 31, 1912.

GENERAL RULES.

SETTLEMENT OF DISPUTES.

Rule 1. It is agreed that if any differences arise between the employer and employee in or about the mines, it shall be the duty of the person or persons affected to settle the same with the mine boss. If they fail to agree, the question shall be referred to the mine boss or superintendent and mine committee. If they fail to agree, it shall be referred to the sub-district officers of the United Mine Workers and the mine boss or general superintendent; then in case of failure of agreement it shall be referred to the state officers of the United Mine Workers and the executive committee of the Jackson County Coal Operators.

Nothing in the foregoing to prevent differences being adjusted between the miners' officers and the operator affected, should such adjustment be possible.

All controversies arising under the terms of this agreement shall be taken up for adjustment as herein provided, without delay, and in case of a man being

discharged or suspended, he shall have a hearing within three days from date of his discharge.

STOPPING OF MINES.

No stoppage shall take place at any mine on account of any grievance (except for breaking down of weigh scales or refusal of employers to pay on regular pay days without explanation) until the matter has been presented for adjustment and acted upon as provided in Rule 2.

Rule 2. No grievance shall be considered or taken up for settlement by either party to this contract at any mine where a strike or stoppage of work occurs contrary to the provisions of this contract, while such strike or stoppage of work exists, until the mine again resumes work.

Should the miners stop the mines for the purpose of redressing a grievance, it shall be considered a violation of contract; and those who upon investigation are found responsible for such illegal stoppage or strike shall be removed or suspended at the discretion of the Executive Committee of the Jackson County Coal Operators, and the state and sub-district officers of the United Mine Workers of America.

With reference to companies whose mine bosses or superintendents are guilty of stopping the mine for the purpose of redressing a grievance, except as provided in Rule 3, as to clean coal, they shall, upon conviction by the authorities above provided, be fined in the sum of fifty dollars (\$50.00) for each offense; the same to be paid to the treasurer of Sub-District Two, or the treasurer of District Six of the United Mine Workers as they may direct.

All grievances going to the operators' Executive Committee from the sub-district officers, and the operators' representatives shall be in writing.

CLEAN COAL.

Rule 3. It is understood and agreed that the coal mined under this agreement shall be clean, and free from slate, bone coal and other impurities.

But, when coal is not so mined no dock shall be taken for less than 100 pounds of dirt unless it is apparent that dirty coal has been loaded intentionally, then 200 pounds of good coal shall be taken for 100 pounds or less. For from one hundred and fifty to two hundred and fifty pounds of dirty coal, 500 pounds of good coal shall be taken. For two hundred and fifty or more pounds of dirty coal, 700 pounds of good coal shall be taken. For the third car of dirty coal in the same day from the same man, 1,000 pounds of good coal shall be taken; and if the man or men are found to have an average place by bank boss and committeeman, he or they shall be laid off for one day or more, at the direction of the mine boss and committee. If, upon investigation, it is found the man or men have a deficient place, then the amount of coal docked shall be restored. Whenever the provisions of this contract in regard to clean coal are not observed, the operator has the right to close down the mine, or any part thereof, until the miners will observe the contract to produce clean coal. This is not to interfere with or change Rule 1 on stoppage of mine. The proceeds of all good coal docked shall be placed in the burial fund and shall not be refunded. All good coal docked must be paid for at the rate for which it is mined.

MACHINE CUTTINGS.

Rule 4. In consideration of one cent per ton extra on the ton of lump coal produced by the machines, to be paid to the machine loader, said loader shall load out the machine cuttings, either with his lump coal, or by itself in separate cars as the operator may desire; said cars to be checked by loader for identifica-

tion; and none of said cuttings shall be thrown back into the gob or roadways in violation of this rule; and if thrown back by the loader, he shall receive no compensation for the same.

If at any time in the future the said cuttings are not by the mining department of the state required to be loaded out, no compensation shall be paid therefor.

This extra one cent per ton shall in no wise affect the process agreed upon or heretofore paid for loading out ~~the~~ other grades of coal produced in any mine.

The application of this rule requiring machine cuttings to be loaded out shall be in effect from and after the date when the same is required, by the Mining Department of the state, to be removed.

Where machine cuttings are loaded separately they shall not be counted on the loader's turn, but shall be checked by him for identification and dumped over screen, if operators desire same loaded with coal, but if put on dirt dump, shall not go over screen.

Rule 5. There will be no meetings held in the mines during working hours.

Rule 6. No operator shall have power over the purchasing power of any of the miners.

Rule 7. All break-throughs from main entries to air courses, all narrow work and all break-throughs ordered by bank boss to be paid for; mine boss to have the right to direct the widening and narrowing of rooms, but no miner shall be compelled to drive his room less than 20 nor over 30 feet in width, except in double track rooms.

No room shall be widened to 30 feet for the purpose of avoiding making a break-through and paying for same.

No entry driver shall neck a room unless he widens it out to 20 feet, and that all miners leaving rooms are required to leave them in workmanlike condition and properly posted, and all rooms necked less than 12 feet shall be paid for at the price of narrow work.

In no case shall any two miners hold more than two working places.

Rule 8. That all narrow work, including break-throughs between rooms, shall be measured and paid for semi-monthly.

Rule 9. It is mutually agreed and jointly recommended and requested that the miners stay in the mines the full working hours for the mutual interest of both miners and operators; and when an employe absents himself from his work for a period of more than three working days, unless through sickness or by first having notified the mine boss and obtained his consent, he may be discharged.

Rule 10. That the entries shall not be driven more than eight feet wide and five feet high for the schedule price; and the men driving the entry shall have the right to take down or put up the slate or rock in both bottom or top, providing it is practical in the operation and working of the mine to do so. In the event it is not, the operator has the right to put on other labor to perform the work, in which event not less than the regular price agreed upon must be paid.

Rule 11. The system of checking off for the United Mine Workers' organization remains in force and must be observed, same to be checked off by per cent. of earnings. The above to include all dues and assessments for burial fund and United Mine Workers' organization.

In order to be honored, check-off figures must be furnished to the company by noon of the 2nd, and by noon of the 17th of each month, providing a voluntary order is given by party desiring check-off in writing and filed in the office of the company, to remain in full force until such time as it is withdrawn by notice in writing.

Rule 12. That the line heretofore existing between the Wellston and Coalton Districts, defined by the "water shed" and established in 1882, remain unchanged.

Rule 13. Eight hours shall constitute a day's work. An eight-hour day means eight hours' work in the mine at usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from same at night.

Rule 14. Regarding drivers, they shall take their mules to and from the stables, and the time required in so doing shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars; but in no case shall the driver's time be docked while he is waiting for such cars at the point named.

Rule 15. That when the men go into the mine in the morning they shall be entitled to two hours' pay whether or not the mine works the full two hours; but after the first two hours the man shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof.

Rule 16. That it be the rule to begin work at 7:00 a. m., standard time, with one hour intermission, and that any mine may have the privilege of reducing intermission to any time not less than one-half hour, by mutual agreement between miners and mine boss or superintendent.

Rule 17. That the miners at any mine in the sub-district who are shooting at their own rock or slate in rooms, can, if they desire, be relieved of such work by giving five clear days' notice to the operators of such mines, when said operators can have such work done by day men, or private contract, but in no case work to be done in a manner detrimental to miners; nor shall the bottom be allowed to be over eight feet from the face of the coal.

Rule 18. All machines shall be fitted with front shoe not to exceed two and one-half ($2\frac{1}{2}$) inches in thickness, and machine men be required to cut coal level and as close to the bottom as possible, and in no case shall thickness of bottom exceed four inches, except in case of pots or other extreme variations, and all machine men leaving more bottom than the above must lift same or it shall be lifted at his expense. In case of sprags left by machine man he shall be notified by loader and if he refuses to remove the sprags immediately the loader shall remove them and be allowed fifty cents (50c) each for so doing, said fifty cents (50c) to be deducted from the machine runner's wages by the company.

Rule 19. It shall be the duty of the miner to keep his working place in proper condition, but in case of slate or rock coming down unavoidably, it shall be the duty of the company to remove it, or pay the miner for the same, this to apply to both pick and machine mining, and the work shall be done in a way not detrimental to the miners.

Rule 20. When a loader has once posted his room it shall be the duty of the machine runners to replace all posts removed by them.

Rule 21. In case of water in a miner's working place, it shall be the company's duty to have the pay such a price as may be agreed upon by the same removed by working time in the morning, or person affected and the mine boss; or, in case they cannot agree, it shall be decided by the mine boss and mine committee.

It is agreed that when the company fails to comply with the contract in regard to taking water out of working places, or failing to keep up the roadway, as specified in the contract, said company shall provide the man or men with an average working place in the mine or give him day work, at the option of the miner, until such time as his working place is in condition for him to return to

work. It is understood that the men shall not wait longer than two hours before the above rule shall be in effect; if he then does day labor, his time begins at 7 a. m. This shall not apply when unavoidable accidents occur.

Rule 22. Rolls, horsebacks and clay veins shall be paid for, the price to be agreed upon by mine boss, miner affected and mine committee.

Rule 23. That blacksmithing be one (1) cent per ton in rooms and one and one-fourth ($1\frac{1}{4}$) cents per ton in entries.

That machine runners and loaders shall not be charged with blacksmithing.

Rule 24. That powder be a straight price of \$1.75 per keg from April 1, 1910, to April 1, 1912, with the understanding that miners can purchase powder wherever they choose. All powder purchased from the company shall be delivered to his room or working place in entry.

Rule 25. Price of oil based on present price, sixty (60) cents per gallon, and to advance or decline the actual wholesale variations, and miners to have notice, changes to take place in both districts at the same time.

Rule 26. That all break-throughs ordered by the mine boss in the entire field shall be paid for, and all break-throughs shall be made in accordance with the statutes of the state of Ohio.

Rule 27. It is understood and agreed that when a miner receives a car from the driver in time to load before time for quitting work, that the miner is supposed to load same, provided he has coal enough mined to do so. If the car should be derailed by complying with the above, the company shall take charge of it.

Rule 28. The parties shooting the top or bottom in rooms shall set all breaking timbers.

Rule 29. When dirt must be removed to prepare pillars, the miner shall be paid as agreed upon by miner and mine boss, or company remove the same.

Rule 30. That there be, as near as possible, every day a uniform turn kept in all mines, and whenever there is a discrepancy it shall be evened twice a month; but any miner not going into the mine at working time to get his turn, or leaving the mine before quitting time, shall not be entitled to have any turns made up by reason thereof.

Rule 31. That the weigh offices be so arranged that check weighmen can see screens and weigh box.

Rule 32. That all houses owned by operators, the rents shall remain the same as they now are during the life of this contract; and that all domestic coal furnished to a company's employes shall remain the same as they are during the life of this contract.

Rule 33. In case of a local or general suspension of mining, either at the expiration of this contract or otherwise, the men necessary to keep the mines in shape shall not suspend work, but shall, when mining is suspended, fully protect and keeps in repair all of the company's property under their care; but it is understood and agreed that the operators will not ask them to hoist any coal for sale on the market. The rates to be paid for such work to be those in effect at the time of suspension, subject to any subsequent settlement.

WELLSTON FIELD.

The price paid for mining shall be the same as the Hocking Valley prices. The following are the prices to be paid for the different classes of work:

	<i>Per ton.</i>
Price of pick mining per ton of 2,000 pounds of screened lump coal.....	\$0.95
Price of entry (5 x 8) per yard (coal alone).....	1.63
Price of entry (5 x 8) per yard (slate).....	1.04
Price of entry rock or rock mixture, one-third more than slate.....	1.39
Price of break-throughs, per yard.....	.163
Price of rooms turned less than twelve feet, entry price.....	1.63
Price of drivers, pushers, dumpers, trimmers and other inside day labor, except otherwise named.....	2.17½
Price of track layers and water bailers.....	2.44
Price of trappers.....	1.06

MACHINE MINING.

WELLSTON DISTRICT.

	<i>Per ton.</i>
Cutting in rooms, Jeffrey's, Morgan, Gardner, or Link Belt.....	\$0.11
Cutting in entries, Jeffrey's, Morgan, Gardner, or Link Belt.....	.14 7/10
Cutting in break-throughs between rooms, entry price.....	.14 7/10
Loading, shooting and drilling in rooms.....	.54
Loading, shooting and drilling in entries.....	.66 2/3
Loading, shooting and drilling in break-throughs between rooms.....	.62 4/10
Loading, cutting, shooting and drilling in room turning, entry price.....	.66 2/3

Machine loaders of machine cuttings to be paid one cent per ton on lump coal loaded as provided in Rule 4 of this agreement.

COALTON FIELD.

The price paid for mining shall be five cents per ton above Hocking Valley prices, and shall be deemed a local question.

	<i>Per ton.</i>
Price of pick mining, per ton of 2,000 pounds of screened lump coal....	\$1.00
Price of entry (5 x 8) per yard (coal alone).....	1.33½
Price of entry (5 x 8) per yard (slate).....	1.04
Price of entry rock or rock mixture, one-third more than slate.....	1.39
Price of break-throughs, per yard.....	1.33½
Price of rooms turned less than twelve feet wide, entry price.....	1.33½
Price of drivers, pushers, dumpers, trimmers and other inside labor, except otherwise named	2.17½
Price of track layers and water bailers.....	2.44
Price of trappers.....	1.06

MACHINE MINING.

THE COALTON DISTRICT.

	<i>Per ton.</i>
Cutting in rooms, Jeffrey, Morgan, Gardner or Link Belt.....	\$0.13 1/2
Cutting in entries, Jeffrey, Morgan, Gardner or Link Belt.....	.17 2/10
Cutting in break-throughs between rooms, entry price.....	.17 2/10
Loading, drilling and shooting in rooms.....	.56 1/2
Loading, drilling and shooting in entries.....	.69 2/10
Loading, drilling and shooting in break-throughs between entries, entry price .....	.69 2/10
Loading, drilling and shooting in break-throughs between rooms.....	.64 9/10
Loading, cutting, shooting and drilling in room turning, entry price.....	.69 2/10

Machine loaders of machine cuttings to be paid one cent per ton on lump coal loaded, as provided in Rule 4 of this agreement.

IN WITNESS of agreement on all of the foregoing rates of wages, rules and regulations, signed at Wellston, Ohio, this 22nd day of April, 1910, the same to be and remain in force to March 31st, 1912.

SCALE COMMITTEE.

In behalf of Operators:

H. L. CHAPMAN, *Pres.*
 GEO. WHELDON, *V. Pres.*
 JERRY MORROW, *Sec.*
 S. E. STERNBERGER,
 W. S. MCLOUD,
 S. H. WILSON,
 WILLIAM RHODY,
 L. C. VOGLESANG,
 MOSES MORGAN,
 V. E. HALL,
 JOHN E. HAYES.

In behalf of Miners:

G. W. SAVAGE, *Sec'y Dist. No. 6.*
 GEO. CECIL, *Pres.*
 JNO. E. HUTCHINSON, *V. Pres.*
 WILLIAM FENNELL, JR., *Sec.*
 H. F. BLACK,
 B. A. SKIFFINGTON,
 I. P. SHOTTS,
 JOHN WOLFE,
 ELMER HECK,
 F. W. HANGSEN,
 JAMES P. SPROUSE,
 THOMAS McCRAY.

Attested:

W.M. FENNELL, JR.,
 JERRY MORROW,
Secretaries.

On October 19, 1910, at a joint meeting of operators and miners held at Wellston, it was agreed that the prices paid in the Coalton field will be paid in all mines governed by the Wellston agreement during the life of this contract.

G. W. SAVAGE.

SUB-DISTRICT 2.

POMEROY SCALE.

April 1, 1910, to March 31, 1912.

GENERAL RULES.

Rules to govern mining in the Pomeroy District from April 1st, 1910, to April 1st, 1912:

Rule 1. All differences of a local nature that may arise between operators and miners of any mine in this district shall be settled by the mine committee and the mine boss; should they fail to agree the difference shall be referred to the officers of the Miners' Organization and the operators affected. Should the miners stop the mine for the purpose of redressing a grievance, it shall be considered a violation of contract, and those who, upon investigation, are found responsible for such illegal stoppage or strike, shall be removed or suspended. The investigation shall be made by the District or Sub-District officials.

Rule 2. There shall be no meetings held in mines during working hours.

Rule 3. No operator shall have control over the purchasing power of any of the miners.

Rule 4. That all narrow work, including break-throughs between rooms, shall be measured and paid for semi-monthly.

Rule 5. When it is necessary to narrow a room the same shall be paid for as follows:

Between twelve (12) and twenty (20) feet loaders shall be paid break-through

price, machine runners entry price, rooms to be widened by butt cuts.

Rule 6. When an employe absents himself from his work for a period of more than two working days, unless through sickness, or by first having notified the mine boss and obtained his consent, may be discharged.

Rule 7. The system of checking off for the United Mine Workers' Organization remains in force and must be observed, same to be checked off by per cent. of earnings. The above to include all dues and assessments for burial fund and

Rule 8. Eight hours shall constitute a day's work. An eight-hour day means eight hours in or around the mine at the usual working place for all classes of labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from same at night. When necessary the men shall work on idle days, or in cases of emergency over-time, but such work shall be distributed as equally as possible among the employes. The operators reserve the right to work skilled labor upon days when the mine is idle, or in case of emergency, extra time.

Rule 9. Regarding drivers, they shall take their mules to and from the stables and the time required in doing so shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars; but in no case shall the driver's time be docked while he is waiting for such cars at the point named.

Rule 10. That when the men go into the mine, in the morning, they shall be entitled to two hours' pay, whether or not the mine works two full hours, but after the first two hours the men shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof.

Rule 11. That it be the rule to begin work at 7:00 a. m. and to quit work at 4 p. m., with one hour intermission, and that any mine may have the privilege of reducing intermission to any time not less than one-half hour, by mutual agreement between miners and mine boss or superintendent.

Rule 12. All machines shall be fitted with front shoe not to exceed two and one-half ($2\frac{1}{2}$) inches in thickness, and machine men may be required to cut coal level and close to the bottom as possible, and in no case shall thickness of bottom exceed four (4) inches, except in case of pots and other extreme variations, and all machine men leaving more bottom than the above shall lift same or it shall be lifted at their expense. In case of sprags left by machine man, he shall be notified by loader, and if he refuses to remove the sprags immediately the loader shall remove them and be allowed fifty (50) cents each for doing so, said fifty (50) cents to be deducted from the machine runner's wages by the company.

Rule 13. It shall be the duty of the miner to keep his place in working order, but in case of slate or rock coming down unavoidably, it shall be the duty of the company to remove it, or pay the miner for the same, this to apply to both pick and machine mining.

Rule 14. When the loader has once posted his room it shall be the duty of the machine runners to replace all posts remove by them, except in case of bad roof, when posters shall be furnished by the company.

Rule 15. Operators shall take the water out of the rooms and entries and have the rooms and entries dry at starting time, or pay five (5c) per barrel if the miner has to bale it. Barrels to be placed in the rooms and entries and when barrels cannot be placed in entries, the water box shall be forwarded for the entryman to bale water in. It is agreed that when the company fails to comply with the contract in regard to taking water out of working places or failing to keep up the roadways as specified in the contract, said company shall provide the men or man an average working place in the mine or give him day work, at the option of the miner, until such time as his working place is in condition for him to return to work. It is understood that the men shall not wait longer than two hours before the above

rules shall be in effect. If he then does day labor, his time shall begin at 7:00 a. m. This not to apply when unavoidable accidents occur.

Rule 16. Rolls, horsebacks and clay veins shall be paid for, the price to be agreed upon by the mine boss, the miner affected and mine committee.

Rule 17. That blacksmithing be one (1) cent per ton in rooms, and one and one-fourth ($1\frac{1}{4}$) cents per ton in entries.

That machine runners and loaders shall not be charged for blacksmithing.

Rule 18. That all break-throughs ordered by the mine boss in the entire field shall be paid for and all break-throughs shall be made in accordance with the statutes of the State of Ohio.

Rule 19. It is understood and agreed when the miner receives a car from the driver in time to load before time for quitting work, that the miner must load the same, provided he has coal enough to do so. If the car should be derailed in complying with the above, the company shall take charge of it.

Rule 20. (Dockage.) Miners are required to load the coal of their respective grades in accordance with the scale agreement, and any miner failing to do so shall be docked for the following causes: For filling slate, loose chunks of sulphur or other impurities with any of the grades of coal mined, and for filling top coal and bone coal, or either with the selected coal, or for filling top coal with the grade when bone coal is permitted, shall have five (5) bushels deducted from the clean coal, in addition to the weight of the barred articles as above enumerated. Dockage to go to burial fund.

Rule 21. When dirt must be removed to prepare pillars, the miner shall be paid as agreed upon by the miner and mine boss, or the company shall remove the same.

Rule 22. That there be as near as possible, every day, a uniform turn kept in all mines and whenever there is a discrepancy, it shall be evened twice a month, but any miner not going into the mine at working time to get his turn or leaving the mine before quitting time shall not be entitled to have any turns made up by reason thereof.

Rule 23. That the weigh offices be so arranged that the check weighman can see screens and weigh box.

Rule 24. In case of local or general suspension of mining either at the expiration of the contract or otherwise, the men necessary to keep the mine in shape shall not suspend work, but shall, when mining is suspended, fully protect and keep in repair all the company's property under their care, but it is understood and agreed that the operators will not ask them to hoist any coal for sale on the market. The rates to be paid for such work to be those in effect at the time of suspension, subject to any subsequent settlement.

Rule 25. On the day that death by accident to an employe occurs at the mine, for that day only the miners may cease working, but under no circumstances shall the mine be idle for any funeral. And in consideration of the mine continuing work on a day a funeral is held the operators agree to contribute to the bereaved family, on the death of any of their workmen, one-third the amount paid by the miners, said amount not to exceed \$25.00.

The company agrees to pay the sum named whether or not it desires to operate its mine and whether or not the funeral is held on Sunday. This does not prevent friends from attending the funeral.

Rule 26. Operators to lay all roads except short rails, which are to be laid by the miner.

Rule 27. Empty cars shall be placed on the miner's turn and no miner shall be required to push cars more than sixty feet.

Rule 28. In consideration of the one cent per ton extra on the ton of lump

coal produced by the machines to be paid to the machine loader, said loader shall load out the machine cuttings either in the lump coal or by itself in separate cars, as the operator may desire, said cars to be checked by the loader for identification, and none of said cuttings shall be thrown back in the gob or roadway in violation of this rule, and if thrown back by the loader he shall receive no compensation for the same. If at any time in the future the said cuttings are not by the Mining Department of the State required to be loaded out, no compensation shall be paid therefor. This extra one cent per ton shall in no wise affect the price agreed upon or heretofore paid for loading out the other grades of coal produced in any mines. If miners do not check their bug dust cars for identification they shall receive no compensation for same.

Rule 29. Two men shall have two working places. When the company fails to provide two working places for two men, they shall not employ more men until such time as each two men shall have two places.

Rule 30. The machine runners shall be paid for cutting horsebacks at the rate of twelve and one-half ($12\frac{1}{2}$) cents per run, in addition to the tonnage of the coal.

Price of pick mining, per ton of 2,000 pounds of screened lump coal, under the horn, clean coal.....	\$0 95
Price of pick mining per ton of 2,000 pounds of screened lump coal, for full vein clean coal.....	85
Cutting in rooms, Jeffrey, Morgan Gardner or Link Belt.....	11
Cutting in entries, Jeffrey, Morgan Gardner or Link Belt.....	14.7
Cutting in break-throughs between rooms.....	Entry price
Loading, shooting and drilling in rooms.....	54
Loading, shooting and drilling in entries.....	66 2/3
Loading, shooting and drilling in break-throughs between rooms.....	62 4/10
Entry price, per yard, pick mining.....	1 63
Entry price break-through between rooms and entries, pick mining, per yard	1 63
Loading, shooting and drilling in break-through between entries, entry price	66 2/3
Price of room turning under twelve feet, entry price.....	1 63
Price of room turning under twelve feet, pick-mining.....*	Entry price
Price of run of mine machine mining 6/7 of the price for screened coal.	
Loading top and bone coal, per ton.....	26 4/10
Or 1.0555 per hundred bushels.	
Run of mine, pick mining, 5/7 of price paid for pick mining screened coal.	
Loading slate, twenty-bushel car.....	14 35
Twenty-seven bushel car.....	19 50
Whole vein, over 1 1/4-inch screen, cutting per ton.....	10
Whole vein, over 1 1/4-inch screen, loading and shooting and drilling, per ton	47 1/2
Price of drivers, pushers and other inside labor, except otherwise named..	2 17
Price of track layers and water bailers.....	2 44
Price of trappers.....	1 06
Motormen	2 44
Head dumpers and trimmers.....	2 17
All outside day labor not herein mentioned to remain the same as hereto- fore, plus the 5.55 per cent. advance.	
Price of whole vein over 1 1/4-inch screen, per ton of 2,000 pounds.	
Cutting in rooms, Jeffrey, Morgan Gardner or Link Belt, per ton.....	10
Cutting in entries, Jeffrey, Morgan Gardner or Link Belt, per ton.....	13 1/10

Cutting in break-through between rooms, entry price.....	13 1/10
Loading, shooting and drilling in rooms, per ton.....	47 1/2
Loading, shooting and drilling in break-throughs between rooms.....	54 8/10
Loading, shooting and drilling in entries and break-throughs between entries.	58
Room turning	Entry price

In Behalf of Operators:

PITTSBURG MINING Co.
 W. W. MILLER, *Gen. Man.*
 MARTIN EBERSACH.
 P. F. EBERSACH, *Manager.*
 THE PEACOCK COAL Co.
 P. F. EBERSACH, *Sec'y.*
 THE MAYNARD COAL Co.
 W. E. WILLIAMS, *Supt.*
 THE OHIO RIVER COAL Co.
 B. E. HYDE, *President.*
 POMEROY FUEL Co.,
 J. E. DORSEY,
 Jos. McGILL,
Supt. Pomeroy Coal Co.
 W. H. HEINER,
Chairman.

In Behalf of Miners:

D. H. SULLIVAN,
 JOHN MOORE,
 G. W. SAVAGE,
 GEORGE CECIL,
 A. A. STEELE,
 SAMUEL WILLIS,
 WM. J. PHILLIPS,
 WM. JENKINSON,
 HARVEY BUTCHER,
 HENRY HAZLETT.
 B. E. HYDE,
Secretary.

SUB-DISTRICT 3.

JOINT AGREEMENT.

Detailed mining, day labor and dead work scale agreed to, by and between the Joint Committee of Miners and Operators of Sub-District No. 3 (Massillon) of District No. 6, U. M. W of A., at Massillon, Ohio, June 15, 1910, effective from April 1, 1910, to April 1, 1912, as follows:

PICK MINING.

- | | |
|--|---------|
| (1) Mining screened lump coal, per ton..... | \$0.95 |
| (2) Mining run-of-mine coal..... | .71 1/4 |
| (3) Slack, per car..... | .12 |
| (4) Entry, single shift, per yard, 8 to 9 feet wide..... | 2.51 |
| (5) Entry, double shift, per yard, 8 to 9 feet wide..... | 2.82 |
| (6) Entry break-throughs, per yard..... | 2.17 |
| (7) Room, break-through, per yard..... | 1.62 |
| (8) Room turning | 3.27 |
| (9) Entry, 4 yards wide, to be 35c per yard less than narrow entry. | |
| (10) The limit of break-throughs between rooms shall be 4 1/2 yards. All in excess of said limit shall be paid entry price. | |
| (11) The limit of entry break-throughs shall be 8 yards without a road being out in. All in excess of said limit shall be paid entry price. | |
| (12) Break-throughs between entries and rooms and rooms and entries to be considered as entry break-throughs, and paid the same. | |
| (13) When dirt must be removed to prepare a pillar, the miner shall be paid as agreed upon by miner and mine boss, or company remove the same. | |

- (14) Dirt coming down unavoidably, $3\frac{1}{2}$ per ton for every three inches shall be paid, and all miners shall be required to load clean coal.
- (15) Ripping top or bottom, 7c per inch per yard shall be paid.
- (16) 6c per ton shall be paid for all coal mined in addition to the regular price on room or pillar work, when double shift or night work is required and where coal is thus paid for, double shift, the night shift must work as many shifts per week as day shift if required to do so by mine boss or superintendent.

CHAIN MACHINE MINING.

- | | |
|---|----------------------|
| (17) Cutting by chain machine in rooms, per ton..... | \$0.10 $\frac{1}{2}$ |
| (18) Cutting by chain machine in entries, per ton..... | .14 |
| (19) Shooting and loading in rooms, per ton..... | .51 $\frac{1}{2}$ |
| (20) Shooting and loading in rooms, with hand drilling..... | .54 $\frac{1}{2}$ |
| (21) Shooting and loading in entries, per ton..... | .6428 |
| (22) Shooting and loading in entries, with hand drilling, per ton..... | .6728 |
| (23) Shooting and loading in break-throughs in entries..... | E. P. |
| (24) Shooting and loading in break-throughs in rooms..... | .6018 |
| (25) Shooting and loading in break-throughs in rooms, with hand drilling | .6318 |
| (26) Drilling by hand..... | .08 |
| (27) Drilling by machine..... | .02 $\frac{1}{2}$ |
| (28) Break-throughs between entries and rooms and rooms and entries, cutter and loader..... | Entry price |
| (29) Room turning cutter and loader..... | Entry price |
| (30) Narrow work to be not less than $13\frac{1}{2}$ feet. Where rooms, entries or break-throughs are driven less than $13\frac{1}{2}$ feet wide, cutter and loader shall be paid the equivalent of $13\frac{1}{2}$ feet places. | |
| (31) When machine runner or cutter fail to earn the highest average wages in the mine with the above rate per ton for cutting and it being necessary to have coal cut by the day the machine cutter or runner shall be paid \$3.38 per day. | |
| (32) Where dirt or slate comes down unavoidably the loader shall receive 4 and $1\frac{1}{5}$ c per ton extra for every three inches on the regular scale for machine loading. | |
| (33) All places driven less than 18 feet and over $13\frac{1}{2}$ feet wide, shall be considered narrow work. Cutter and loader shall be paid entry price. | |
| (34) All machines shall be fitted with front shoes not to exceed $2\frac{1}{2}$ inches in thickness, and the machine men shall be required to cut coal level and close to the bottom. In no case shall thickness of bottom exceed four inches, except in case of pots or other extreme variations, and all machine men leaving more bottom than above named must lift same or it shall be lifted at their expense. | |
| (35) Where the mine boss or superintendent order a greater thickness of bottom left than four inches, the company shall take care of it; and where the bottom left is slate and unmarketable, the miner may call the attention of the mine boss to it and endeavor to arrive at an agreement for its removal or retention. If the mine boss and miner fail to reach an agreement as to compensation or otherwise the matter shall be submitted to the superintendent and mine committee for adjustment. | |

- (36) In case of sprags being left by a machine man, he shall be notified by the loader and if he refuses to remove the same, the loader shall remove the sprags and be allowed 50c each for so doing; the said 50c shall be deducted from the machine runner's wages. Where any machine runner leaving six or more sprags in any one day, he shall be removed from the machine and his services disposed of as deemed best by the superintendent.
- (37) When a machine runner refuses to cut as deep as possible, he shall be fined 50c for each offense or forfeit his employment; said fine to go to the loader.

PUNCHING MACHINE.

(38)	Cutting in rooms, per ton.....	\$0.18½
(39)	Cutting in entries not less than 13½ feet wide.....	.21²/₃
(40)	Cutting in entries 9 feet wide to be paid equivalent of 13½ feet wide.	
(41)	Under cutting and shearing, 9 feet wide.....	.4512
(42)	Shooting and loading in rooms.....	.51½
(43)	Shooting and loading in rooms with hand drilling.....	.54½
(44)	Shooting and loading in entries, per ton.....	.6428
(45)	Shooting and loading in entries, with hand drilling.....	.6728
(46)	Shooting and loading in break-throughs, in entries.....	E. P.
(47)	Shooting and loading in break-throughs, in rooms.....	.6018
(48)	Shooting and loading in break-throughs in rooms, with hand drilling .....	.6318
(49)	Shooting and loading in break-throughs between rooms and entries and entries and rooms, cutter and loader.....	E. P.
(50)	Room turning, cutter and loader.....	E. P.
(51)	Loading, entries, 9 feet wide, when sheared on one side and blasting from solid with hand drilling.....	.9865
(52)	Loading in entries, 9 feet wide and over, when sheared on one side and under, cut with hand drilling .....	.6675
(53)	Day wage, cutter.....	3.69
(54)	Day wage, helper.....	2.70
(55)	All rooms to be 27 feet wide. Where rooms have to be cut 24 feet wide or under to 18 feet shall be paid 3 1/6c per ton extra; this shall not affect pillars or entries. Each two men shall be given two rooms where practicable.	
(56)	Machine loaders or runners are not to be charged for blacksmithing.	
(57)	Where there are four men out of cutting or drilling, working after the same machine or drill, when work is commenced in the morning, and the same is not caused by accident, the mine shall remain idle that day; but in no case shall the mine be stopped before the matter is brought to the attention of the mine boss and mine committee, and only on their order.	
(58)	Thirty-two cents per yard shall be paid for driving double shift entries and break-throughs between entries.	
(59)	Where coal sticks to top, five cents per ton additional shall be paid.	
(60)	Where the low coal standard affects machine mining, the machine cutter or runner shall receive one-sixth and the shooter and loader five-sixths of the extra price.	

INSIDE DAY WAGES.

(61)	Track layers, per day.....	\$2.70
(62)	Track layers' helpers, per day.....	2.49
(63)	Trappers, per day.....	1.22
(64)	Bottom cagers, per day.....	2.70
(65)	Drivers, per day.....	2.70
(66)	Trip drivers, per day.....	2.70
(67)	Water haulers and machine haulers, per day.....	2.70
(68)	Timber men, per day.....	2.70
(69)	Pipe men for compressed air plant, per day.....	2.64
(70)	Wire men, per day.....	2.70
(71)	Motormen, minimum per day.....	2.70
(72)	Sinkers, per day.....	2.96
(73)	Leaders, per day.....	3.22
(74)	Rock entry or tunnel men, per day.....	2.70
(75)	All other inside day labor, per day.....	2.49

OUTSIDE DAY WAGES.

(76)	Blacksmiths, minimum per day.....	\$2.67
(77)	Dumpers, per day.....	2.11
(78)	Trimmers, per day.....	2.11
(79)	Second trimmers, per day.....	2.00
(80)	First engineers, per day (not to exceed ten hours).....	2.69
(81)	Second engineers, per day (not to exceed eight hours).....	2.43
(82)	Third engineers, per day (not to exceed eight hours).....	2.22
(83)	Day firemen, per day (not to exceed eight hours).....	2.11
(84)	All outside day labor not enumerated in above scale, shall receive 5.55 per cent. on the wages now being paid.	

SUPPLIES.

(85)	Powder, per keg.....	\$1.90
(86)	Oil, per gallon.....	.69
(87)	House coal, screened lump, per ton.....	1.90
(88)	Smithing, in entries, per ton.....	.02
(89)	Smithing, in rooms, per ton.....	.01
(90)	Price of all wet work to be agreed upon by the miner and mine boss.	
(91)	The company shall take the water out or agree with the miner as to the price.	
(92)	The price for horsebacks shall be agreed upon by miner and mine boss.	
(93)	Pay day shall be the 10th and 25th of each month, with tabulated statement and full settlement.	
(94)	The standard height of coal shall be three feet six inches, and three cents per ton extra shall be paid for said height of three feet six inches and down to three feet three inches; six cents per ton extra shall be paid for three feet three inches down to three feet; twelve cents per ton extra shall be paid for three feet, and six cents per ton additional shall be paid for each three inches under three feet. This agreement shall remain in force for a period of ten years, from April 1st, 1903.	
(95)	When a miner is called upon to do company work in mines, he shall receive scale rate of wages. When called outside, he shall receive inside day wages; but in no case shall be compelled to leave his place of work against his will.	

- (96) That in case sufficient cars are above the tipple at starting time to last until such time as others that are promised by the company shall arrive, then in that case men shall go down at starting time. If after above cars are loaded, by any accident promised cars have not arrived and are not in view from the mine, then the men shall go home. In case no cars are at mine at starting time but are promised and are on the way between yards and mine, men shall wait one-half hour for cars to come.
- (97) When it is known that a mine is to be shut down indefinitely, the miners will be given notice of same, and an opportunity to purchase a reasonable amount of coal, not exceeding four tons, nor the amount of credit due them at the scale price; but that they are not entitled to any more coal at scale price until they are re-employed.
- (98) In case of death of members of a family, the mine shall lay idle the day of the funeral of father, mother, brother or sister, living within five miles of said mine. The mine shall lay idle one-half day for a child three years of age or over. This to apply to the mine where father of the child is employed only. No mine shall close down for the funeral of a cousin or any other relative not mentioned above, unless said relative is an immediate member of the family of an employee of the mine. It is understood and agreed that the above rule will not prevent the various locals in the sub-district from making satisfactory funeral arrangements with the company of which they are employed.
- (99) One miner in each section of mine shall be designated by mine foreman to fire first shot. Any miner or miners in any other working place, who first shoots before the above designated man, or any man designated to fire first shot who shoots before the regular time without permission from the mine foreman, shall for first offense be suspended five actual working days; for second offense, shall be suspended ten working days; and for third offense shall be discharged; but in no case shall any miner be discharged until his offense has been investigated by the sub-district officials and operators interested, and it shall be the duty of each member of the local union to assist the company in the enforcement of this rule and assist in locating any miner or miners guilty of violating same and reporting such offense to mine foreman or mine committee.
- (100) When an employe absents himself from duty two days or more, except on account of sickness, without giving advance notice to mine boss or mine superintendent when possible, he forfeits his position.
- (101) When a machine runner or an employe upon whose work other employes of the mine are dependent, absents himself from duty without giving advance notice, when possible, to the mine boss, he forfeits his position.
- (102) Any miner or miners who load dirty coal shall, for the first offense, be suspended one actual working day; for the second offense three actual working days; and for the third or any subsequent offense during a period of six weeks, five actual working days.
- (103) No meeting shall be held before starting time or during working

hours. No strike or shut down shall take place at any of the mines under the jurisdiction of sub-district No. 3 (Massillon District), of district No. 6, of the U. M. W. of A., excepting for a plain violation of agreement, refusal of employers to pay on the regular pay day without explanation, or a violation of the mining laws, until the grievance at the mine affected has been thoroughly investigated by the local or sub-district officials and the operators interested, by joint investigation.

- (104) In case of disagreement on the scale or any portion thereof at any time hereafter, or of any local difficulties during the scale year, and after the expiration of the scale term until a new scale is agreed upon, the engineers, firemen, pump tenders and as many miners as may be required to keep the boilers supplied with fuel, shall be required to remain at their posts for the purpose of keeping the mines free from water and the engineers shall hoist such coal, men, mules and material as may be necessary for the protection of the same and for supplying the boilers with fuel. But in no case shall the engineers be required to joist coal for sale or shipment while such disagreement is pending. The rates to be paid for such work to be those in effect at the time of suspension and then subject to any subsequent settlement.
- (105) Standard time shall be used in this district, work to commence at 7:00 a. m., taking one-half hour for dinner, from 11:00 to 11:30 a. m., quitting time 3:30 p. m.

Signed in Behalf of Operators.

J. C. HARING, *President.*

J. H. GRINNELL, *Secretary.*

THE MASSILLON COAL MINING Co.

THE WEST LEBANON COAL Co.

By JOHN WHELAN, JR., *Gen'l Supt.*

THE POCOCK COAL Co.

THE MASSILLON CITY COAL Co.

By J. C. HARING, *Sec'y, Treas. and Mgr.*

THE MASSILLON ELM RUN COAL Co.

By PHILIP SONNHALTER, *Supt.*

THE TAGGERT COAL Co.

By L. P. SCHIMKE, *Mgr.*

THE MINGLEWOOD MASSILLON COAL Co.

By C. A. KOUTH, *Supt.*

THE BEECHWOOD-MASSILLON COAL Co.

By J. J. WILLIAMS, *Supt.*

Signed in Behalf of the Miners.

G. W. SAVAGE, *Sec.-Treas., Dist. No. 6.*

JOHN MOORE, *V. Pres. Distr. No. 6.*

WM. F. LINCKS, *Pres. Sub-Dist. No. 3.*

HENRY BOEKEL, *V. Pres. Sub-Dist. No. 3.*

MOSES MOSSUP, *Sec.-Treas., Sub.-Dist. No. 3.*

AUGUST BREMKAMP.

CLARENCE ZUPP.

JAMES DEFINE.

E. B. JAUCHEM.

JAMES FLOUNDERS.

SUB-DISTRICT 3.

MEMORANDUM OF AGREEMENT.

DEERFIELD, OHIO, June 28, 1910.

This agreement, by and between The Hutson Coal Company, South Palmyra Coal Company, party of the first part, and their miners and employes, party of the second part, shall be as follows for two years from April 1, 1910, ending March 31st, 1912:

WITNESSETH:

First: The minimum width of room turning shall be twelve feet, and whenever the width of a room is less than twelve feet, the miner turning said room shall receive \$3.27 for same. An accidental shot in a room turning shall be limited to twelve feet, and whenever over twelve feet, the company shall be allowed 50 cents per foot.

Second: All dirt and refuse coming down unavoidably shall be paid for as follows: i. e.: No miner shall receive pay for dirt or refuse coming down unavoidably until it becomes three inches in thickness, the company shall pay three cents per ton and all over three inches in thickness the company shall pay one cent per ton per inch.

Third: Any miner who, in firing, blows the posts out and allows the roof in his room to come down, is to clean his working place himself or pay for same, and must timber back fifteen feet from face of coal if necessary, excepting the roadway, which the company will remove and pay for. And if miner refuses to clean his room the company will have it done and take cost of same out of miner's pay.

Fourth: The dirt scale, as agreed upon in Article Two, shall be measured by the mine boss once every two weeks, as follows, viz.: On both sides of the room and in the center and an average taken of said three measurements.

Fifth: If at any time a miner receives any props that are not as he ordered them, he shall report the same to the mine boss, who will remove them from his room. If a miner makes a mistake in ordering props, and the wrong length of props are delivered to him in his room, he shall place the same at the mouth of his room in place of covering them up in the gaub. When he has delivered the props at the mouth of his room, he shall notify the mine boss.

Sixth: Room turning for machine mining shall be not less than twelve feet wide at beginning, and sixteen feet wide at the depth of eighteen feet, for which The Hutson Coal Company will pay \$3.17 per room from April 1st, 1910, to expiration of this contract.

Seventh: The following prices will be paid for mining coal, driving entry, etc., during the term of this contract:

Pick mining, base price.....	\$1.02 $\frac{1}{2}$
Main entry, per yard.....	3.04
Butt entry, per yard.....	2.775
Airway, per yard.....	1.372
Track layers, per day.....	2.70
Roof blasters, per day.....	2.70
Trappers, per day.....	1.25
Cagers, drivers, per day.....	2.70
Double shift, extra per yard.....	.25
Taking bottom, extra per yard.....	.25
Top men, per day.....	2.13 $\frac{1}{2}$

Eighth: Price of supplies as follows:

Powder, per keg.....	\$1.80
Coal per ton at mine:	
Lump	\$2.10
Washed nut	2.10
Unwashed nut	1.85
Slack	1.10
Pick sharpening, per ton.....	.01

Rent of company houses, same as has been for previous year.

Ninth: Chain machine mining price:

Cutting by machine, per run of 5-foot machine.....	.2497
Cutting by machine, per run for 6-foot machine.....	.2656
Loading in room, per ton.....	.5714
Loading in room with hand drilling.....	.6014
Loading in room, entry.....	.7378
Loading in room, entry, with hand drilling.....	.7678
Loading in room, break-throughs in entries.....	E. P.
Loading in room, break-throughs.....	.6278
Loading in room, break-throughs with hand drilling.....	.6578

Two loaders to have two places in which to load.

Roads to be kept close to face of rooms by company.

Room turning until twenty-two feet wide E. P. for loader.

Slack shall be paid for at the rate of 10 cents per car unless thought best by company to be loaded out with the lump coal.

PUNCH MACHINE SCALE.

Shooting, loading and drilling rooms, per ton..... \$0.6014
 Shooting, loading and drilling entries, per ton, the equivalent of 13½ ft.
 place shall be paid to cutter and loader.

Cutting in rooms, per ton.....	.2644
Cutting in entries, 13½ ft. wide, per ton.....	.2981
Shooting, drilling and loading entries, 13½ ft. wide.....	.7728

Rule 1. Two loaders to have three places in which to load.

Rule 2. Bottom to be kept up close to face of rooms by company.

Rule 3. Rooms are to be 27 feet wide, with one road in center.

Rule 4. Turning rooms until 27 feet wide and break-throughs between entries shall be paid entry prices.

Rule 5. When a miner has no cutting and is prevented from working that day, the company will see to having his shots fired, providing said miner has drilled the holes necessary and prepared shot.

Rule 6. General Rules of Sub-District No. 3 governing machine mining not herein mentioned to apply in this mine, and any or all customs and rules of Palmyra District not herein mentioned changed shall remain in force.

Signed: Operators.

Miners.

THE HUTSON COAL COMPANY,

G. W. SAVAGE,

By H. D. MARBLE, Pres.

Sec.-Treas. Dist. No. 6.

SOUTH PALMYRA COAL CO.,

WM. F. LINCKS, Pres.

F. J. MULLINS.

Sub.-Dist. No. 3.

MOSES MOSSOP, Sec.-Treas., Sub. Dist. No. 3.

BENJ. SAMPSON, Board Mem. Sub.-Dist. No. 3.

SAMUEL JONES, BENJ. LEWIS, MATT. MOSS.

DETAILED MINING SCALE — FOR BERGHOLZ DISTRICT.

SUB.-DISTRICT NO. 4.

Adopted at Bergholz, Ohio, May 25, 1910; Effective April 1, 1910 to
March 31, 1912.

PICK MINING.

(Thick Vein.)

Pick mining rate per ton screened lump.....	\$0 95
Dry entries, per yard.....	1 81 $\frac{1}{4}$
Break-throughs, in rooms.....	1 81 $\frac{1}{4}$
Break-throughs, in entries	1 81 $\frac{1}{4}$
Turning rooms	3 24
Mining coal under 4 ft., down to and including 3 ft. 6 in.....	1 01
Under 3 ft. 6 in. and down to 3 ft. 3 in.....	1 04
Run-of-mine 5-7 of lump price.....	67 $\frac{1}{4}$

PICK MINING.

(Thin Vein.)

Screened lump coal, per ton.....	\$1 10
Mine run coal, per ton.....	78 $\frac{1}{4}$
Entries, with brushing, per yard.....	2 55
Room turning not to be less than 16 ft. to be paid.....	2 44
Slate shot in room neck, 2 yards.....	1 19
Brushing, per yard.....	1 53
Break-throughs, per yard.....	1 02

MACHINE MINING SCALE.

(Thick Vein.)

Cutting by Jeffrey style machine, in rooms.....	\$0 105
Cutting by Jeffrey style machine, in entries.....	1419
By punching machines, in rooms.....	15
By punching machines, in entries.....	166
Loading in rooms, per ton.....	515
Loading in rooms, with hand drilling.....	545
Loading in entries.....	6416
Loading in entries, with hand drilling.....	6716
Loading break-throughs, in entries, entry price.....	
Loading break-throughs, in rooms.....	6009
Loading break-throughs, with handdrilling.....	6309
Drilling by hand.....	03
Room turning, cutting and loading, entry price.....	
Loading coal, 3 ft. 6 in. and up to 4 ft., extra per ton.....	03
Loading coal 3 ft. and up to 3 ft. 6 in., 2c. per ton in addition to the above	03
Loading coal under 3 ft. to 2 ft. 6 in., lump coal.....	62
Loading coal under 3 ft. to 2 ft. 6 in., entries.....	75
Loading coal under 3 ft. to 2 ft. 6 in., mine run.....	45
Loading coal under 3 ft. to 2 ft. 6 in. mine run entries.....	535
Cutting coal under 4 ft. to 3 ft. 6 in. wide.....	14
Cutting coal under 4 ft. to 3 ft. 6 in. narrow.....	175
Cutting coal under 3 ft. to 2 ft. 6 in., lump coal.....	19
Cutting coal under 3 ft. to 2 ft. 6 in., lump coal, narrow.....	22

Cutting coal under 3 ft. to 2 ft. 6 in., mine run.....	135
Cutting coal under 3 ft. to 2 ft. 6 in., mine run, narrow.....	16

The above prices include hand drilling, and where drilling is done by the company, the price for loading to be 3 cents per ton less than the above.

MACHINE MINING.

(Thin Vein.)

Loading coal under 3 ft. to 2 ft. 6 in., lump coal, no putting.....	\$0 62
Loading coal under 3 ft. to 2 ft. 6 in., lump coal, entries.....	75
Loading coal under 3 ft. to 2 ft. 6 in., lump coal, putting.....	67
Loading coal under 3 ft. to 2 ft. 6 in., lump coal, breakthrough.....	80
Loading coal under 3 ft. to 2 ft. 6 in., mine run, no putting.....	45
Loading coal under 3 ft. to 2 ft. 6 in., mine run entries.....	535
Loading coal under 3 ft. to 2 ft. 6 in., mine run putting.....	48
Loading coal under 3 ft. to 2 ft. 6 in., mine run breakthrough.....	565
Cutting coal 3 ft. to 2 ft. 6 in., lump coal, wide.....	19
Cutting coal 3 ft. to 2 ft. 6 in., lump coal, narrow.....	22
Cutting coal 3 ft. to 2 ft. 6 in., mine run, wide.....	135
Cutting coal 3 ft. to 2 ft. 6 in., mine run, narrow.....	16

The above prices include hand drilling and where drilling is done by the company, the price for loading is to be 3 cents per ton less than above.

THIN VEIN DEAD WORK.

A parting shall be laid into rooms before the second cut is loaded out. Entry men shall not load any coal beyond the breakthrough on the air side, and not beyond the third cut on the return side.

The company shall, shoot slate to end of turn rail in room necks.

Shooting slate and brushing in entries to height of 4 ft. 9 in., per yard....	\$1 91
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INSIDE DAY LABOR.

Tracklayers, per day.....	\$2 70
Tracklayers' helpers, per day.....	2 49
Trappers, per day.....	1 19
Timber men, per day.....	2 70
Cagers, drivers, machine haulers, water haulers, trip riders.....	2 70
Pipe men, motormen, per day.....	2 70
All other inside labor, not enumerated as above.....	2 49

OUTSIDE DAY LABOR.

Engineers, per day.....	\$2 70
Firemen, per day.....	2 49
Blacksmith, (minimum), per day.....	2 67
Blacksmiths' helpers, per day.....	2 49
Dumpers and trimmers, per day.....	2 49
Carpenters, (minimum), per day.....	2 49
All other outside day labor, not enumerated, except monthly men.....	2 09

SECTION 1 — TURNS.

There shall be no free turns allowed to either rooms or entries. The entries may be driven as fast as operators desire, or conditions permit. But in no case shall entry miners be allowed more care per week than room miners, and at least once each week the turn shall be made uniform for the time previously worked.

However, should the operator desire to drive entries faster than the single shift with the aforesaid uniform turn permits, the operator shall be privileged to increase the number of shifts in said entries, but in no case shall either shift receive more cars than the uniform turn throughout the mine permits. Should miners refuse to double shift said entries, the operators are to have the right to give regular entry men free turn, or to increase the number of men in such entries. Nothing in this section to prevent fast turns.

SECTION II.—LIMIT ON MINE CARS.

No limit of weight shall be placed on loading mine cars, and in each case of loss in transit the company shall not be held responsible except where care are broken by employees or where wreck occurs, the average weight shall be made good by the company. In order that miners cannot take advantage of this clause, the mine manager and a committee of any mine where complaint is made of loading cars over their capacity shall mutually agree on a standard height of loading cars.

SECTION III—CHECK OFF.

The system of check-off for the United Mine Workers' Organization is to remain in force, but it is understood that the Check Off applies only to assessments and dues. In order to be honored, the Check Off must be furnished to the company not later than 5:00 p. m. on the third and eighteenth day of each month.

SECTION IV—CLAY VEINS.

Where clay veins, rolling bottoms or horsebacks exist, the price for removing same shall be determined between loader and mine boss and machine man and mine boss, and failing to agree, matter to be referred to superintendent and mine committee.

SECTION V—BOTTOM SPRAGS, ETC.

All machines shall be fitted with front shoe not to exceed two and one-half inches in thickness, and the machine men to be required to cut coal level and close to the bottom, and in no case shall thickness of bottom exceed four inches except in case of posts or other extreme variations, and all machine men leaving more bottom than above must lift the same or it shall be lifted at their expense.

Where the mine boss or superintendent orders left a greater thickness than four inches, the company shall take care of same, and where the bottom is sulphurous and unmarketable, the miner shall call the attention of the mine boss to it and endeavor to arrive at an agreement for its removal or retention. If the mine boss and miner fail to reach an agreement as to the compensation or otherwise, the matter shall be submitted to the superintendent and mine committee for adjustment. In case of sprags being left by machine men, he shall be notified by the loader, and if he refuses to remove the same the loader shall remove same and be allowed 50c. for so doing, the said 50c. to be deducted from machine runner. When sprags are left by order of mine foreman for the protection of the machine, the company shall take care of same, provided wedges are not furnished to the machine men. And when any machine runner leaves six or more sprags in any one pay he shall be removed from machine and his services disposed of as deemed best by the superintendent.

SECTION VI—WORKING PLACES.

All machine loaders shall be accorded two rooms for each two men, and the operators pledge themselves to provide two rooms for two men at the earliest possible moment, but in the event of territory becoming scarce through a squeeze, strik-

ing a horseback or any unavoidable obstacle, this shall not be construed so as to diminish the output of the mine. The operators further agree to keep in reserve one room on each butt entry, so that same can be used by any loader who is unable to work in his own place on account of a fall of slate or water.

SECTION VII—BLACKSMITHING.

Machine loaders are not to be charged for blacksmithing. This is not to include repair work. Pick men to be charged one cent on the dollar.

SECTION VIII—WET PLACES.

Operators to have water out of all working places at starting time if possible, and keep it out during working hours, or pay the miner a fair price for so doing during working hours. Said price to be fixed between mine boss and miner. If they fail to agree, to be fixed by committee and mine boss. If adjudged wet, the miner shall receive recompense for inconvenience of working in wet places, said price to be fixed by miner and mine boss, and if they fail to agree, to be fixed by mine committee and mine boss or superintendent.

SECTION IX—BRUSHING TOP AND BOTTOM.

Brushing top and bottom shall be four and one-fourth ($4\frac{1}{4}$) cents per inch per running yard for making roadways. This does not apply to rock top.

SECTION X—BONE COAL IN BOTTOMS AND PENALTY FOR LOADING DIRTY COAL.

Where bone coal or dirt exists in bottom and is ordered thrown back in gob, loaders shall be paid .0211 cents per ton for lifting and gobbing such bone coal and dirt in wide places, and .0263 cents per ton in narrow places. The machine men to be paid .0053 cents per ton in addition to the above.

Any person or persons loading seventy-five (75) pounds or more of actual dirt (thirty-six pounds or more in thin vein) in any one mine car, shall be suspended for two days, and if the offense is repeated within fifteen days, shall be discharged. The check-weighman shall be notified when dirty coal is reported, and it shall be weighed in his presence. If any person or persons persist in loading any dirt less than the above amount, he shall be notified, and if he still persists he shall be dealt with as agreed upon by committee and superintendent after investigating same.

SECTION XI—STARTING TIME.

Work shall begin at 7:00 a. m., and continue to 11:00 a. m., not more than forty-five minutes for dinner, and work from 11:45 to 3:45 p. m., Central Standard Time. Any day hand not reporting at his working place at 7:00 a. m. or leaving it before 3:45 p. m., shall be paid accordingly, or sent home that day, at the discretion of the mine management, and in addition be subject to discharge after an investigation.

SECTION XII—DOUBLE SHIFT ENTRIES.

Twenty-nine and one-half cents per yard shall be double shift entries and breakthroughs between entries.

SECTION XIII—LOST COAL.

If the company insist upon machine men cutting places, then the company shall pay for all coal lost by places falling in or from any other cause within thirty days from time coal is cut.

SECTION XIV—SETTLEMENT OF DIFFERENCES.

It is agreed that if any difference arises between an employer and employe in or about the mine it shall be settled in the following manner:

First: The difference shall be taken up in all cases between the person affected and the mine boss.

Second: If they fail to agree they shall refer the matter to the mine superintendent and mine committee.

Third: If they fail to agree, the committee shall present a statement of the case in writing to the superintendent to be forwarded by him to the mine manager, and the superintendent shall present a statement of his side of the case in writing to the mine committee and it shall then be taken up without undue delay by the sub-district officers of the U. M. W. of A. and the superintendent and the manager.

Fourth: If they fail to agree then the question in dispute shall be referred to the state officials of the U. M. W. of A. and the operators, and their decision shall be final.

In case the final decision is in favor of the man or men affected they shall be reimbursed by the company at the next regular pay day for any time or wages he or they have lost during time of settlement.

Nothing in the foregoing to prevent the man or men from being given other employment during the time of settlement. And in case the man or men discharged accept work elsewhere, they are not to be reimbursed by the company.

SECTION XV—STOPPING OF MINES.

No stoppage shall take place at any mine on account of any grievance except for breaking down of weigh scales or refusal of employers to pay on regular pay days without explanation, until the mattter has been presented for adjustment and acted upon as provided in Section XIV.

No grievance will be considered or taken up for settlement at any mine where a strike or stoppage of work occurs contrary to the provisions of Section XIV until the employes again resume work. And in the event a stoppage has occurred the officials of the U. M. W. of A. shall immediately direct in writing the employes of such mine to immediately resume work and a copy of such order shall be sent to the operator.

Should the miners stop any mine for the purpose of redressing a grievance, it shall be considered a violation of contract, and those who upon investigation are found to be responsible for such stoppage or strike shall be discharged or suspended, at the discretion of the operator affected.

No stoppage shall take place at any mine to adjust any grievance without being taken up in the regular form as provided for in the agreement. It is understood that the agreement between employet and employe takes precedence over any local resolution and must be kept inviolate at all times. It shall be the duty of the local officers to see that this agreement is strictly enforced, and they shall at no time entertain a motion to conflict with this agreement.

SECTION XVI ACCIDENT (DEATH).

On the day that death by accident to an employe occurs in the mine, for that day only the miners may cease working, but under no circumstances shall the mine be made idle for any funeral. And in consideration of the mine continuing to work on the day a funeral of one of its employes is held, the operators agree to contribute to the bereaved family one-third the amount paid by miners, said amount not to exceed \$25.00. In case a funeral occurs on Sunday or any day the

mine is idle through no fault of the employes, the company shall contribute as above.

SECTION XVII — TURN RAILS.

That there be a turn rail laid in all break-throughs between rooms before the first cut is loaded out, provided break-throughs are more than one cut through.

SECTION XVIII — CUTTER-HEAD BITS.

That all machine men will place hoods provided for cutter head bits before machine is moved, and will take care of same.

SECTION XIX — WAITING ON CARS.

That the miners of this district will wait one hour for cars to be placed at the mine when the mine management has been informed that cars are on their way and will be placed.

SECTION XX — CUTTING ON IDLE DAYS.

Operators shall be permitted to require regular machine runners to cut on idle days in case of break-down, unavoidable accidents or four places being out of cutting in any one territory.

SECTION XXI.

When a miner absents himself from duty for two days or more except on account of sickness, without giving advance notice to the mine boss, or mine superintendent when possible, he forfeits his position.

Where a machine runner or any employe upon whose work other employes of the mine are dependent, absents himself from duty without giving advance notice when possible to the mine boss, he forfeits his position.

SECTION XXII — DUTIES OF THE COMMITTEE.

Members of the pit committee and the local officers shall remain at their working places the same as all other employes, unless a miner and mine boss fail to agree on prices to be paid for extra work, when they may be called in to confer with the superintendent to try to adjust the dispute.

SECTION XXIII.

Engineers, firemen and pump men, in case of suspension, are to continue at work, if the company require them, until the mine resumes operation under agreement, and shall be paid the same price they were getting before mine ceased operation, after which the advance or decline shall be made right. It is understood that they are not to hoist any coal for shipment during said suspension.

SECTION XXIV — BREAK-THROUGHS BETWEEN ROOMS.

All break-throughs between rooms over 15 feet the difference in length shall be paid for at the entry price.

SECTION XXV.

Twenty feet and over shall be considered wide work, not to affect pillars and entries. Any size cutter-head to be used.

SECTION XXVI — ENTRIES.

All entries are to be driven 12 feet wide, but if driven less than four runs wide the company shall pay equivalent of 12 feet.

SECTION XXVII.

Any person or persons caught putting narrow or break-through checks on wide coal or permits or is implicated in any manner in doing this shall be discharged immediately.

SECTION XXVIII.

All day men shall do any class of work in or around the mine that the management may require of them, provided, however, he is paid scale price for such work. No man transferred to other work shall be paid less than his regular wages, except where there is none of his regular work to do. Man not to be transferred at any time for more than one day without his consent.

SECTION XXIX.

In consideration of one-half cent per ton extra on a ton of lump coal, produced by machines, to be paid the machine loader, said loader shall load out all the machine cuttings and fine coal and none of said cuttings shall be thrown back into the gob or roadway in violation of this rule. But in case the operators can show good reasons for having said cuttings loaded in separate cars, loaders agree to do so. Any loader neglecting or refusing to load out all machine cuttings and fine coal shall be discharged.

SECTION XXX.

If the long wall system of mining is introduced into this district during the life of this contract, the price for cutting and loading shall be determined by tests made as to the earning power of cutter and loader, and said price finally determined upon shall be equal to the average earning power of said cutter and loader under the present system of room and pillar. Method of said test to be mutually agreed upon by operators and miners.

SECTION XXXI.

Machine men to receive \$2.70 per day for any work except cutting coal by the day.

Signed.

For Operators:

R. T. PRICE,
WHITNEY WARNER,
JOHN S. McKEEVER.

For Miners:

PERCY TETLOW,
JOHN M. POPLIN,
D. C. JONES,
GEORGE CREEGEN,
W. J. GRIFFITHS,
DANIEL EYNON,
ROBERT McMILLEN,
JAMES CHAMPION,
JAMES CRUMBLEY,
WM. WILKINS,
ROBT. TANNER,
DAVID NEILL,
PETER GAZZE,
ROBT. MCQUEEN,
CHAS. PAISLEY,
C. W. DUKE,
T. W. McMASTERS

SUB-DISTRICT 4.

SCALE OF PRICES.

No. 3 Vein, Pick Mining, from April 1, 1910, to March 31st, 1912.

Sec. 1. Screened lump coal, "over a uniform screen," per ton of 2,000 pounds, \$1.05; $7\frac{1}{2}$ cents per ton extra for coal under 3 feet in height; low coal to be mined at the option of the operators.

Sec. 2. Any miner having an average working place, loading 75 pounds of impurities in any one car, in one pay, shall be dealt with as follows: For the first and second offenses, the miner and committee shall be notified and also see the impurities, and for the third offense the miner shall be dealt with as deemed best by the mine management.

Sec. 3. It is also agreed that a "Fair Dump" shall be used on all tipples. A "Fair Dump" means there shall be no shoveling or riddling of the coal.

Sec. 4. Run-of-mine per ton of 2,000 pounds, $68\frac{1}{2}$ cents per ton; coal under 3 feet, 5 cents per ton extra; low coal to be mined at the option of the operators.

Sec. 5. Air course, $\$1.02\frac{1}{2}$ per yard.

Sec. 6. Top entry, $\$2.64$ per yard, company to handle the slate after loading by the entryman; height of entry to be 4 feet 8 inches on top rail, entrymen to lay ties and wooden road.

Sec. 7. Double shifting entry, $29\frac{1}{2}$ cents per yard extra.

Sec. 8. Bottom entry 59 cents per yard extra, top and bottom to be considered "All Bottom."

Sec. 9. Room turning on screen coal basis to be $\$3.69\frac{1}{2}$; room turning in run-of-mine basis to be $\$2.77\frac{1}{2}$; when 15 foot pillars are left. All cutting over 15 feet shall be paid at air course price, $\$1.02\frac{1}{2}$ per yard.

Sec. 10. Tracklayers, $\$2.70$ 20/100 per day.

Sec. 11. Timberman, $\$2.70$ 20/100 per day.

Sec. 12. Tracklayers' helpers, $\$2.49$ 09/100 per day.

Sec. 13. Drivers, water haulers, bottom cagers and trip riders, $\$2.70$ 20/100 per day.

Sec. 14. Pipemen, $\$2.64$ per day.

Sec. 15. All other inside labor to be $\$2.49$ 09/100 per day, but no miner shall be compelled to do said work against his will.

Sec. 16. Clay veins $\$2.91\frac{1}{2}$ per foot in thickness for every 7 yards; $\$1.48$ per foot for clay veins in narrow work, all deficient work to be paid for in proportion to the labor performed.

Sec. 17. Rolls in the top or bottom to be paid the same price per foot as clay veins, $\$2.91\frac{1}{2}$, where both rolls and clay veins exist, both shall be paid for.

Sec. 18. All men in narrow work or rooms to be paid at the rate of $\$2.49$ per day for bailing water, and that the man bail the water under the supervision of the superintendent or mine boss.

Sec. 19. All rooms diminished in width to 15 feet or less from regular width, to be paid $\$1.02\frac{1}{2}$ per yard when done at the order of the company or boss.

Sec. 20. Gob entries to be the same price as other entries.

Sec. 21. Eight hours shall constitute a day under the terms of the Cincinnati agreement. One-half hour being the limit of time taken for dinner.

Sec. 22. All dues to be checked off by the company and collections to be made once a month, miners' check-off coming first. If the miner has coal then the dues are to be taken in coal by the check-weighman, and a list of all day men with the amount to be collected by each, shall be furnished the company. Where no check-weighman is employed, the company does the checking off.

Sec. 23. Rooms to be driven with the road in the middle, unless the company wishes to draw the pillars as soon as the room is finished.

Sec. 24. Hoisting engineers, \$2.70 20/100 per day for eight hours, with the understanding they are to have steam up at starting time and bank the fires at quitting time.

Sec. 25. Firemen, \$2.11½ per day.

Sec. 26. All other outside labor \$2.01½ per day.

Sec. 27. Pick sharpening to be paid at the rate of 59 cents per month.

Sec. 28. When miners lay their own roads in rooms they shall receive 7 cents per ton extra. Operators having the option of placing men to do the work.

Sec. 29. Trappers, \$1.19 per day.

Sec. 30. Blacksmiths, \$2.70 20/100 per day.

Sec. 31. When any grievance arises the person affected shall take up the same with the mine foreman and if they cannot agree, the dispute shall be referred to mine committee and superintendent, and if they fail, the matter shall be referred to the Miners' Officials and Operators for final adjustment.

Rule 1. Break-throughs to be paid at actual measurements at \$1.02½ per yard.

Rule 2. Any company signing on the basis they are now working on, the same shall continue during the life of this contract. This applies to screen or run-of-mine.

Signed,

Miners:

EDWARD GEMMELL,
JOSEPH BARROW,
GEORGE FIRTH,
JERRY BERNEY,
FRANK C. BOSTON,
PERCY TETLOW,
JOHN M. POPLIN.

Operators:

H. D. HILEMAN,
THOS. PROSSER,
WM. DUNN,
M. J. FLINN.

SCALE OF PRICES.

For No. 6, Klondyke Mine, Lisbon, O., from April 1, 1910, to March 31, 1912.
MACHINE MINING — MINE RUN.

Loading coal, per ton, wide.....	\$0.475
Loading coal, per ton, narrow.....	.58
Room turning, four runs wide, seven cuts deep, one cut on each side, four rooms wide, shall be paid for at entry price. This shall constitute turning rooms.	
Twenty-one feet or under shall constitute narrow work, not to affect pillars or entries.	
Cutting by the day for machine men.....	3.325
Each two men shall be given two places where practicable.	
Machine loaders are not to be charged for black-smithing.	
Brushing per yard top slate.....	1.055
Where a miner bails water in any working place he shall be paid at the rate, per day	2.49
Clay, per ton, making roadways.....	.21

INSIDE DAY LABOR.

Tracklayers, timbermen, trip riders, drivers, water haulers and machine haulers, per day.....	\$2.702
Tracklayers' helpers	2.4909
Trappers	1.25

OUTSIDE DAY LABOR.

Engineers, blacksmiths, per day.....	\$2.702
All other outside labor, per day.....	2.026

Eight hours work shall constitute a day's work under terms of the Columbus agreement of 1898 for rules and conditions. One-half hour to be time limit for dinner.

Signed on Behalf of Operators:

CARD & PROSSER COAL CO.,
THOS. PROSSER.

Signed on Behalf of Miners:

HENRY BRADBURY,
RICHARD GRIFFITH,
MICHAEL KEDRICH,
PERCY TETLOW,
JOHN M. POPLIN,

Sub-Dist. Pres.

SCALE OF PRICES.

For No. 7 Vein, State Line Slope, from April 1, 1910 to March 31, 1912.

Coal, per ton, of 2,000 pounds, screened.....	\$1.05
Coal, per ton of 2,000 pounds, mine run.....	.70
Clay, per ton of 2,000 pounds.....	.21.11
Entries, per yard.....	2.37½
Entries, cross-cut, extra per yard.....	.29½
Double shift entries extra per yard.....	.29½
Main air course, per yard.....	1.80½
Main air course, cross-cut, per yard extra.....	.29½
Air course between entries.....	1.45
Air course, cross-cut between entries, per yard extra.....	.29½
Room turning where pillar left is 12 feet.....	4.27½
All cutting over 12 feet to be paid air course price.....	1.45
All rooms to be driven 24 feet wide with road in the middle and all rooms driven over 50 yards to be paid 5¾ per ton extra.	

Inside day labor, tracklayers, drivers, water haulers, trip riders, cagers
and timbermen

Trappers	1.19¼
All other inside day labor, per day.....	2.49.09

Any miner called from the face to do day work shall be paid, per day..... 2.70.20

All dues and assessments checked off by the company.

Eight hours shall constitute a day's work under the terms of Chicago,
Pittsburg or Cincinnati agreements.

In regard to cleaning and harnessing mules, it is understood that the con-
dition at each mine during the life of this contract will be the same as
that existing during the years of 1908 and 1909.

Pay semi-monthly.

Outside day labor, blacksmith, per day.....	2.70.20
Dumpers, trimmers and all other outside day labor, (except engineers, fire- men and carpenters), per day.....	2.01½

NATIONAL FIRE PROOFING CO.,

Per SAM. McANOO.

PERCY TETLOW,
GEO. W. HALL,
JOHN M. POPLIN.

SCALE OF PRICES.

Scale for Machine Mining at No. 3 Vein of Coal From April 1, 1910, to March 31, 1912.

(SUB-DISTRICT No. 4.)

Loading coal, 3 ft. 6 in. and up, per ton.....	\$0.59
Loading coal, 3 ft. and up to 3 ft. 6 in. per ton.....	.61
Loading narrow coal, 3 ft. 6 in. and up, per ton.....	.71½
Loading narrow coal, 3 ft. and up to 3 ft. 6 in., per ton.....	.73½
Cutting by Jeffrey style machine, per ton.....	.17
Cutting by Jeffrey style, narrow, per ton.....	.20
Cutting per run, wide.....	.27
Cutting per run, narrow.....	.30
Cutting by day.....	3.32½

It is understood that 2 cents of the above rates is paid for sulphur and divided as follows: 1½ cents per ton for loader, ½ cent per ton for cutter. Cutter of clay veins and rolls to be same as pick work, loader to receive two-thirds and cutter one-third. If at any time this division is unsatisfactory to cutter or loader it shall be referred to mine committee and mine foreman for adjustment.

RULES AND CONDITIONS.

SECTION I—TURNS.

There shall be no free turns allowed to either rooms or entries. The entries shall be driven as fast as operators desire or conditions permit, but in no case shall entry miners be allowed more cars per week than room miners, and at least once each week the turn shall be made uniform for the time previously worked. If, however, the regular turn will not allow cars enough to drive the entries as fast as desired, the operators shall increase the number of miners in each entry so that by giving to each the regular turn the entry shall be driven as fast as two miners could do with full work. If, however, the room men decline to take their places in the entries when requested to do so by the operators, then the entry men shall be given free turns until the entries are driven the required length; nothing in the foregoing to prevent fast turns.

SECTION II—LIMIT ON MINE CARS.

No limit of weight shall be placed on loading mine cars, and in case of loss in transit the company shall not be held responsible, except where cars are broken by employes or where a wreck occurs, the average weight shall be made good by the company. In order that miners cannot take advantage of this clause, the mine manager and committee of any mine where complaint is made of loading cars over their capacity, shall mutually agree on a standard height of loading cars.

SECTION III—CHECK OFF.

The system of check-off for the United Mine Workers' Organization remains in force and must be observed, same to be checked off by per cent. of earnings. The above to include all dues and assessments for burial fund and United Mine Workers' Organization only.

SECTION IV—BOTTOMS, SPRAGS, ETC.

All machines shall be fitted with front shoe not to exceed two and one-half inches in thickness, and the machine men be required to cut coal level and close to bottom and in no case shall thickness of bottom exceed four inches, except in

pots or other extreme variations, and all machine men leaving more bottom than above must lift the same or it shall be lifted at their expense. Where the mine boss or superintendent orders left a greater thickness than four inches the company shall take care of it, and where the bottom is sulphurous and unmarketable the miner may call the attention of the mine boss to it and endeavor to arrive at an agreement for its removal or retention. If the mine boss and miner fail to reach an agreement as to compensation or otherwise, the matter shall be submitted to the superintendent and mine committee for adjustment. In case of sprags being left by machine men, he shall be notified by loader and if he refuses to remove the same the loader shall remove same and be allowed 50 cents for doing so, the said 50 cents to be deducted from the machine runner. And when any machine runner leaves six or more sprags in any one pay he shall be removed from machine and his services be disposed of as deemed best by the general superintendent.

SECTION V — ROOMS.

Each two men shall be given two rooms where practicable. Five runs and under to be paid entry price, not to affect pillars and entries.

SECTION VI — BLACKSMITHING.

Machine loaders are not to be charged for blacksmithing.

SECTION VII — WET PLACES.

Where water is removed by the miner he shall be paid at the rate of inside day labor, \$2.49.

SECTION VIII — SLATE.

The company shall remove the slate from the working places of the miner, and if the company fails after being notified, the miner shall be employed to remove slate and be paid therefor at the price agreed upon between the mine boss and miner, based on the price of inside day labor.

SECTION IX — DOUBLE SHIFT ENTRIES.

Twenty-nine and one-half cents per yard shall be paid by driving double shift entries and break-throughs between entries. Cross-cut entries $29\frac{1}{2}$ cents per yard extra.

SECTION X — STOPS.

No stoppage shall take place at any time on account of any grievance, except for violation of agreement or refusal of employers to pay on regular pay day without an explanation, until the matter has been presented to the mine boss and superintendent and an opportunity for adjustment permitted, and failing to adjust, then the matter be referred to the officials and operators.

SECTION XI — LOST COAL.

If the company insist on machine men cutting places, then the company shall pay for all coal lost by places falling in.

SECTION XII.

When a machine runner or any employe upon whose work other employes of the mine are dependent, absents himself from duty without giving advance notice, when possible, to the mine boss, he forfeits his position.

SECTION XIII.

Five-sevenths of the lump rate shall be the run-of-mine price.

SECTION XIV.

In loading out room break-throughs all over one cut shall be paid at the rate of \$2.49 for turning coal, but this rate \$2.49 for all over the one cut does not apply if operator puts in turn-rail and road, but is to be optional with operator.

SECTION XV.

When working faulty territory the system for paying for same, whether on a yardage basis or day work at \$2.70 per day, shall be determined by the mine boss and miner.

SECTION XVI.

Brushing slate in entries 8 feet wide \$1.62, brushing slate in bottom entry 8 feet wide, \$2.21 per running yard. In low entries 95 cents per running yard, and if change is desired to day wage basis to be agreed to by miners and operators before change is made. Brushing bottom in rooms, 5 cents per inch running yard, company to handle brushing after loaded in cars.

SECTION XVII.

On the day that death by accident to an employe occurs in the mine, for that day only the mines may cease working, but under no circumstances shall the mine be laid idle for any funeral, and in consideration of the mine continuing work on the day a funeral is held, the operators agree to contribute to the bereaved family one-third of the amount paid by miners. Said amount not to exceed \$25.00.

SECTION XVIII — MACHINE CUTTINGS.

In consideration of one-half cent. per ton extra on a ton of lump coal produced by machines to be paid to the machine loader, said loader shall load out all the machine cuttings and fine coal and none of said cutting shall be thrown back into the gob or roadway in violation of this rule. But in case operators can show good reason for having said cuttings loaded in separate cars, loaders agree to do so.

It is agreed and understood that in the final adjustment of the Salineville Scale, upon which we are based, if their narrow work is given an advantage over this scale, the same shall apply hereto. This relates as to what constitutes narrow work.

SCALE OF PRICES FOR NO. 6 VEIN.

From April 1, 1910, to March 31, 1912.

Coal mine run per ton of 2,000 lbs.....	\$0.663
Coal screened, per ton of 2,000 lbs.....	1.00
Coal mine run, No. 7 vein, per ton, 2000 lbs.....	.70
Coal screened, No. 7 vein, per ton 2,000 lbs.....	1.05
Entries 5 feet high on top of rail, per yard.....	2.37½
Gob entries 5 feet high on top of rail, per yard.....	2.37½
Entries, cross-cut, per yard extra.....	.29½
Entries double shift, per yard extra.....	.29½
Entries for every 6 inches over 5 feet high, extra.....	.29½
Main air course, per yard.....	1.80½
Main air course, cross-cut, extra per yard.....	.29½
Air course between entries, per yard.....	1.45
Air courses between entries, cross cut per yard.....	.29½
Break-throughs between rooms, per yard.....	1.13

Price for cutting of clay veins to be agreed upon between mine and mine boss, and if they fail to agree, the mine committee may be called on to assist.	
All break-throughs between rooms to be paid air course price for all over 9 feet thick.	
Room turning where the pillar left is 12 feet, \$4.27½. All cutting over 12 feet to be paid air course price, \$1.45 per yard.	
Slate shot .....	.95
All rooms to be driven 24 feet wide with road in middle, and all rooms driven over 50 yards to be paid 5 cents per ton extra.	
Inside day labor: Track layers, drivers, water haulers, trip riders, cagers and timbermen	2.702
Trappers, per day.....	1.1927
All other inside day labor.....	2.4909
Any miner being called from the face to do day work shall be paid, per day.	2.702

All dues and assessments to be checked off by the company.

Eight hours labor shall constitute a day's work under the rules of the Columbus wage agreement of 1898.

In regard to cleaning and harnessing mules, it is understood that the conditions at each mine, during the life of this contract, will be the same as that existing during the years 1908 and 1909.

Pay every two weeks.

Outside day labor: Blacksmiths, \$2.702 a day; dumpers, trimmers and all other outside day labor (except engineers, firemen and carpenters), \$2.01½ per day.

For all road posts required to be set by the miner he shall be paid 6 cents each for same.

For all top and bottom taken 3 cents per inch per running yard shall be paid. It is also agreed that a fair dump shall be used at all tipples. By "fair dump" is meant that dumps shall be so used that the coal will pass freely over the upper plate and screen, and the car shall empty itself freely without shoveling or riddling.

There shall be an advance of 5.55 per cent. added in the measurements of all top and bottom taken, as provided for in Section 28.

Where coal is pushed out of room by miner 5 cents per ton extra shall be paid.

Miners:

JNO. BARTRAM,
ROBERT HEADS,
J. E. FLINN,
LEVI BROOK,
JAMES J. BERRY,
ADAM SPALDING,
THOS. CHAPLOW,
F. D. WARNER,
DAVID SENIOR,
WILLIAM PATTON,
ROBERT KERR,
PERCY TETLOW,
JOHN M. POPLIN.

Operators:

THE STATE LINE COAL Co.,
Per A. P. MULLINS.
THE FAIRFIELD COAL Co.,
Per A. P. MULLINS.
THE FRANCIS & PROSSER COAL Co.,
T. J. FRANCIS.
THE JONES COAL Co.,
JOHN JONES.
WHEAT HILL COAL Co.,
JAMES S. ATCHISON.
THE PROSPECT HILL COAL Co.,
Per GRANT HILL, *Supt.*
THE NEGLEY COAL Co.,
By P. H. MURPHY.

MACHINE MINING SCALE NO. 6 VEIN.

From April 1, 1910, to March 31, 1912.

Cutting with punching machine, three (3) feet and over wide.....	\$0.30
Cutting with punching machine, three (3) feet and over narrow.....	.35
Cutting with punching machine three (3) feet to 2 feet 9 inches wide.....	.32½
Cutting with punching machine three (3) feet to 2 feet 9 inches narrow.....	.37½
Cutting with punching machines two (2) feet nine (9) inches and under wide .....	.35½
Cutting with punching machines two (2) feet nine (9) inches and under narrow .....	.40½
Loading in wide work under three (3) feet.....	.63½
Loading in narrow work under three (3) feet.....	.75
Loading in wide work three (3) feet to three (3) feet four (4) inches.....	.61½
Loading in narrow work three (3) feet to three (3) feet four (4) inches..	.73
Loading in wide work three (3) feet four (4) inches and over.....	.59½
Loading in narrow work three (3) feet four (4) inches and over.....	.71
All work 15 feet and under.....	E. P.
Brushing slate in entries, per yard.....	1.24½
Machine loaders not to be charged for blacksmithing.	

Machine loaders shall be paid 5 cents per ton for handling slate in rooms not exceeding six (6) inches in thickness.

Any miner preferring pick work has the privilege of doing so.

Pick scale shall govern all other conditions.

It is understood that this scale shall not be a basis for chain machine scale that may be made in the future.

THE PROSPECT HILL COAL CO.,

Per GRANT HILL.

ANDREW HAUPT,
ADAM J. BOTT,
PERCY TETLOW,
JOHN M. POPLIN.

DETAILED MINING SCALE FOR SALINEVILLE DISTRICT.

April 1, 1910, to March 31, 1912.

Screened lump coal, per ton.....	\$0.95
Mining coal under 4 ft. down to and including 3 ft. 6 in., per ton.....	1.01
From 3 ft. 6 in. down to and including 3 ft. 3 in., per ton.....	1.04

RUN OF MINE 5-7 OF LUMP PRICE.

Dry entries, per yard.....	\$1.82
Break-throughs in entries.....	1.82
Break-throughs in rooms.....	1.82
Room turning	3.24
Timbermen, per day.....	2.70
Track layers, per day.....	2.70
Track layers' helpers, per day.....	2.49
Pipe men, per day.....	2.64
Cagers, drivers, machine haulers, trip riders, wire men, motormen and water haulers, per day.....	2.70
All other inside day labor.....	2.49
Trappers, per day.....	1.19

OUTSIDE DAY WAGE SCALE.

Blacksmiths (minimum), per day.....	\$2.70
Blacksmiths' helpers, per day.....	2.41
Carpenters, per day.....	2.49
Dumpers and trimmers, per day.....	2.49
Engineers, per day.....	2.70
Finemen, per day.....	2.49
Slack haulers.....	2.07

All other outside day labor not enumerated to be paid 5.55 per cent. advance over the rate paid for same class of labor during year ending March 31st, 1910.

MACHINE MINING.

Cutting by Jeffrey style of machine in rooms, per ton.....	\$0.10 $\frac{1}{2}$
Cutting by Jeffrey style of machine in entries, per ton.....	.14 $\frac{3}{4}$ $\frac{1}{40}$
Cutting by punching machines in rooms, per ton.....	.15 $\frac{1}{4}$ $\frac{1}{40}$
Cutting by punching machines in entries, per ton.....	.16 $\frac{1}{4}$ $\frac{1}{40}$
Loading in rooms with hand drilling, per ton.....	.54 $\frac{1}{2}$
Loading in entries with hand drilling, per ton.....	.67 $\frac{1}{4}$ $\frac{1}{40}$
Loading in all bread-throughs with hand drilling.....	E. P.
Roor turning	E. P.
Loading coal 3 ft. 6 in. up to 4t., extra per ton.....	.03
Loading coal 3 ft. and up to 3 ft. 6 in., two cents per ton extra in addition to the above three cents extra per ton.	
Cutting coal from 4 ft. to 3 ft., inclusive No. 6 Vein, wide.....	.14 $\frac{3}{4}$ $\frac{1}{10}$
Cutting coal from 4 ft. to 3 ft. inclusive No. 6 Vein, narrow.....	.17 $\frac{1}{4}$ $\frac{1}{10}$

PICK MINING, THIN VEIN.

Screened lump coal, per ton.....	\$1.10
Mine run, per ton .....	.786
Entries with Brushing Company to handle brushings, per yard.....	2.75
Room turning	2.44
Break-throughs, per yard.....	1.02
Narrow work for coal only, per yard.....	1.02

THIN VEIN CUTTING.

Cutting by Jeffrey style of machine in rooms, per ton.....	\$0.16 $\frac{1}{2}$
Cutting by Jeffrey style of machine in entries, per ton.....	.19 $\frac{3}{4}$ $\frac{1}{10}$
Cutting by the day.....	3.32

Company to make up all coal lost to cutter for cutting clay vein.

RULES AND CONDITIONS.

SECTION 1—TURNS.

There shall be no free turns allowed to either rooms or entries. The entries shall be driven as fast as operators desire, or conditions permit, but in no case shall entry miners be allowed more cars per week than room miners, but at least once each week the turn shall be made uniform for the time previously worked. If, however, the regular turn will not allow cars enough to drive the entries as fast as desired, the operators shall increase the number of miners in each entry, so that by giving to each the regular turn, the entries shall be driven as fast as two miners could do with full work. If, however, the room men decline to take their places in the entries when requested to do so by the operators, then the entry men shall have free turn until the entries are driven required length, nothing in the foregoing to prevent fast turn.

SECTION II — LIMIT OF MINE CARS.

No limit of weight shall be placed on loading mine cars, and in case of loss in transit the company shall not be held responsible, except when the cars are broken by employes or where a wreck occurs, the average weight shall be made good by the company. In order that miners cannot take advantage of this clause, the mine manager and committee of any mine where complaint is made of loading cars over their capacity shall mutually agree on a standard height of loading cars.

SECTION III — CHECK OFF.

The system of checking off for the United Mine Workers' organization remains in force and must be observed, same to be checked off by per cent. of earnings. The above to include all dues and assessments for burial fund and United Mine Workers' organization only

SECTION IV — CLAY VEINS.

Where clay veins, roll in bottom or horsebacks exist, the price of removing same be determined between loader, mine boss and mine committee.

SECTION V — BOTTOMS, SPRAGS, ETC.

All machines shall be fitted with front shoe not to exceed two and one-half inches in thickness, and the machine men be required to cut coal level and close to to bottom, and in no case shall thickness of bottom exceed four inches, except in cases of pots or other extreme variations, and all machine men leaving more bottom than above must lift the same, or it shall be lifted at their expense. Where the mine boss or superintendent orders left a greater thickness than four inches, the company shall take care of it, and where the bottom is sulphurous and unmarketable, the miner may call the attention of the mine boss to it and endeavor to arrive at an agreement for its removal or retention. If the mine boss and miner fail to reach an agreement as to compensation or otherwise, the matter shall be submitted to the superintendent and mine committee for adjustment. In case of sprags being left by the machine men, he shall be notified by loader, and if he refuses to remove same, the loader shall remove same and be allowed 50c for so doing, the said 50c to be deducted from machine runner; and when any machine runner leaves six or more sprags in any one pay he shall be removed from machine and his services be disposed of as deemed best by the superintendent.

SECTION VI — ROOMS.

Each two men shall be given two rooms where practicable, 17½ feet and under to be considered narrow work. Any size cutter head may be used.

SECTION VII — BLACKSMITHING.

Machine loaders are not to be charged for blacksmithing.

SECTION VIII — PICK MINE NECKS.

In opening rooms in pick mines where narrow work exceeds eighteen feet before widening room, all in excess of eighteen feet shall be paid for at entry price.

SECTION IX — WET PLACES.

When water is removed by the miner he shall be paid at the rate of inside day labor (\$2.49.)

SECTION X — SLATE.

The company shall remove the slate from the working places of the miner, and if the company fails, after being notified, the miner shall be employed to

remove such slate and be paid therefor at the price agreed upon between the mine boss and miner, based on the price of inside day labor.

SECTION XI — DOUBLE SHIFT ENTRIES.

$29\frac{7}{10}$ c per yard shall be paid for driving double shift entries and break-throughs between entries. Cross-cut entries, $29\frac{7}{10}$ cents per yard extra.

SECTION XII — STOPS.

No stops shall take place at any time on account of any grievance, except for violation of agreements or refusal of employers to pay on regular pay day without an explanation, until the matter has been presented to the mine boss and superintendent and an opportunity for adjustment permitted, and failing to adjust, then the matter be referred to the officials and operators.

SECTION XIII — LOST COAL.

If the company insists upon machine men cutting places, then the company shall pay for all coal lost by places falling in.

SECTION XIV.

Where a machine runner or any employe upon whose work other employes of the mine are dependent, absents himself from duty without giving advance notice, when possible, to the mine boss, he forfeits his position.

SECTION XV — MEMBERS' SONS.

That all things being equal, sons of members of the United Mine Workers of America when becoming of proper age shall be allowed the preference of going into the mine.

SECTION XVI — TURN RAILS.

That there be a turn rail laid in all break-throughs after the first cut is loaded.

SECTION XVII.

When working faulty territory the system of paying for same, whether on a yardage basis or day work, at \$2.70 per day shall be determined by the mine boss and miner.

SECTION XVIII.

Brushing slate in strip vein in entries 8 feet wide, \$1.731 per running yard, from 8 feet to 11' feet wide, \$2.005 per running yard; in low entries \$0.95 per running yard. And if a change is desired to a day wage basis to be agreed to by miners and operators before change is made.

Brushing top and bottom in entries No. 6 vein 5c per inch, in rooms 5c per inch running yard, company to handle brushing after loaded in cars.

SECTION XIX — WAITING ON CARS.

That the miners of this district will wait one hour for cars to be placed at the mine when the mine management has been informed that cars are on their way and will be placed.

SECTION XX — ACCIDENT (DEATH.)

On the day that death by accident to an employe occurs in the mine, for that day only the miners may cease working, but under no circumstances shall the mine be made idle for any funeral. And in consideration of the mine continuing to work on the day of a funeral of one of its employes is held, the operators agree to

contribute to the bereaved family one-third the amount paid by the miners, said amount not to exceed \$25.00. In case a funeral occurs on a Sunday or any day the mine is idle through no fault of the employes, the company shall contribute as above.

SECTION XXI—DUTIES OF THE COMMITTEE.

Members of the Pit Committee and the local officers shall remain at their working places same as all other employes unless a miner and mine boss fail to agree on prices to be paid for extra work, when they may be called in to confer with the superintendent to try to adjust the dispute.

SECTION XXII.

Engineers, firemen and pumpmen, in case of suspension, are to continue at work if the company require them, until the mine resumes operations under agreement, and shall be paid same price they are getting before the mine ceases operations, after which the advance or decline shall be made right. It is understood that they are not to hoist any coal for shipment during suspension.

SECTION XXIII—STARTING TIME.

Between April 1st and October 1st of each year the miners in this district shall start to work at 6:20 a. m., Central Standard time, with half hour for dinner; between October 1st and April 1st the miners of this district shall start to work at 7:00 a. m., Central Standard time, half hour for dinner.

SECTION XXIV—MACHINE CUTTINGS.

In consideration of one-half cent per ton extra on a ton of lump coal, produced by machines, to be paid to the machine loader, said loader shall load out all the machine cuttings and fine coal and none of said cuttings shall be thrown back into the gob or roadway in violation of this rule. But in case operators can show good reason for having said cuttings loaded in separate cars loaders agree to do so.

SECTION XXV.

If any person or persons persist in loading dirty coal he shall be notified and if he still persists in loading it he shall be dealt with as agreed upon by committee and superintendent after investigating same.

Operators.

THE OHIO & PA. COAL Co., R. T. PRICE.
H. D. HILLMAN,
THE BIG VEIN COAL Co., W. J. HOUSTON,
WILLIAM CROOKSTON,
JAMES S. STRABLEY.

Miners.

PERCY TETLOW,
R. S. WHEATLEY,
JOHN SAXTON,
JOSEPH BURNS,
CLYDE C. BLAZY,
WILLIAM BRAY,
JOHN SHEEHAN,
FRED TOLSON,
E. O. BAKER,
JAMES STARKEY,
DARWIN F. SALTER,
JOHN SCARRY,
FRANK O. ROURK,
SAMUEL H. PHILPOT,
CHARLES RAFFLE,
MARTIN MORROW,
JAMES MCKEE,
JOHN M. POPLIN.

SUB-DISTRICT 5.
COLUMBUS AGREEMENT.

COLUMBUS, OHIO, April 5, 1910.

**AGREEMENT BETWEEN THE ASSOCIATION OF PITTSBURG VEIN OPERATORS OF OHIO FOR
THEIR MINES IN BELMONT, HARRISON AND JEFFERSON COUNTIES, OHIO,
AND THE UNITED MINE WORKERS OF AMERICA.**

It is hereby agreed by and between the United Mine Workers of America and the Pittsburgh Vein Operators' Association of Ohio, operating what is known as the Pittsburgh or number eight vein.

That for a period of two (2) years, viz., from April 1st, 1910, until April 1st, 1912, the price of mining be increased five cents per ton, viz., from ninety to ninety-five cents, pick mining, and four cents per ton on machine mined coal; $1\frac{1}{4}$ (inch and quarter) screened lump coal.

The inside day wage scale shall be increased 5.55 per cent. with the conditions of the Columbus Day Wage Scale of 1898.

That all narrow and dead work, room turning, and outside day labor shall be paid a proportionate advance with the pick mining rate.

That internal differences both as to prices and conditions shall be referred for adjustment to a joint convention of miners and operators of said district, to be held at the earliest date possible.

Signed this fifth day of April, 1910, at Columbus, Ohio.

Behalf Pittsburg Vein Operators of Ohio:

F. M. OSBORNE, *President*.
M. D. RATCHFORD, *Secretary*.
J. J. ROBY, *Vice President*.

Behalf of U. M. W. of A., District No. 6:

D. H. SULLIVAN, *President*.
G. W. SAVAGE, *Secretary*.

OFFICIAL MINING SCALE

Of Association of Pittsburg Vein Operators of Ohio, for Their Mines in Belmont, Harrison and Jefferson Counties, Ohio, and the United Mine Workers of America, in Effect April 1, 1910, and Ending March 31, 1912.

RULES AND REGULATIONS.

PICK MINING.

Mining, per ton, screened coal.....	\$0.95
Mining, run of mine coal, per ton.....	.6785
Mining, bank measure, per foot, room 24 feet wide, coal 5 feet.....	3.06
Mining, bank measure, entries not to exceed 6 feet wide, per yard.....	3.86
Mining, bank measure, entires not to exceed 7 feet wide, per yard.....	4.50
Mining, bank measure, entries not to exceed 8 feet wide, per yard.....	5.14

ROOM TURNING, ENTRY PRICE.

That for every three inches above or below the regular height of five feet of coal on a bank measure system, in both entries and rooms, there shall be paid a proportionate advance or decline in the mining rate.

Entry dry, stone taken down and loaded, per yard.....	\$1.76
Entry dry, stone up, per yard.....	1.40
Break-throughs, between entries, stone coming down or having to be Taken down, handled or loaded, per yard.....	1.76
Break-throughs, between entries, stone up, per yard.....	1.40
Break-throughs, between rooms, stone up, per yard.....	1.36
Taking down and gobbing stone in break-throughs in rooms, per yard, extra .....	.29½
Room turning, 7 feet wide, 21 feet deep.....	6.47
Room turning, 10 feet wide and under 12 feet wide and 15 feet deep....	2.87
Room turning, 12 feet wide to 15 feet wide and 15 feet deep.....	1.78
Room turning, over 15 feet wide, tonnage only.	

INSIDE DAY WAGE SCALE.

Tracklayers, per day	2.70
Tracklayers' helpers, per day.....	2.49
Trappers, per day.....	1.19
Bottom cagers, per day.....	2.70
Drivers, per day.....	2.70
Trip riders, per day.....	2.70
Machine Haulers, per day.....	2.70
Water Haulers, per day.....	2.70
Timbermen, when such are employed, per day.....	2.70
Pipemen, for compressed air plants, per day.....	2.64
Motormen, with three months' experience as motormen, per day, not less than	2.70
All other inside day labor, per day.....	2.49

OUTSIDE DAY WAGE SCALE.

The following shall be the scale for outside day labor, as enumerated below:

Checkers	2.38
Dumpers	2.22
Trimmers	2.08
First blacksmith	2.96
Second Blacksmith	2.67
Blacksmith's helpers	2.49
Mine Carpenters.....	249
Couplers and greasers (boys).....	1.30

All outside labor not above enumerated shall be paid an advance proportionate with the advance in pick mining.

All present outside day labor not satisfied with the wages to be paid according to this scale, shall be given an average in the mine.

The above schedule of day wages applies only to men employed in the performance of their labor, and does not apply to boys, unless they can do and are employed to do a man's work.

MACHINE MINING SCALE.

Based upon Hocking Valley District, for Belmont, Harrison and Jefferson Counties, No. 8 seam.

CHAIN MACHINES.

Cutting in rooms, per ton, screened coal.....	\$0.1150
Cutting in entries, break-throughs between entries, break-throughs between rooms and turning rooms, 8 feet wide, per ton, screened coal....	.1150
And extra, per yard.....	.2500
Cutting in entries, break-throughs between entries, break-throughs between rooms and turning rooms 12 feet wide, per ton, screened coal.	.1150
And extra, per yard.....	.1700
Loading with hand-drilling in rooms, per ton, screened coal.....	.5400
Loading, with hand-drilling in entries, break-throughs between entries, break-throughs between rooms and turning rooms, 8 feet wide, per ton, screened coal .....	.5400
And extra, per yard.....	.6800
Loading, with hand-drilling, in entries, break-throughs between entries, break-throughs between rooms and turning rooms, 12 feet wide, per ton, screened coal.....	.5400
And extra, per yard.....	.5800
The above is based on the following equivalents:	
Cutting, entry price.....	\$0.1983 ¹ / ₃
Cutting, room price.....	.1150 .083 ¹ / ₃
Tons to one yard, entry 8 feet.....	3 .2500
Loading with hand-drilling, entry price.....	.7666 ² / ₃
Loading with hand-drilling, room price.....	.5400
	<hr/>
	.2266 ² / ₃

Tons to one yrd, entry 8 feet.....	3
	.6800
Cutting, entry price.....	\$0.1538
Cutting, room price.....	.1150 .0388
Tons, per yard, entry 12 feet.....	4.61
	<hr/>
	.1700
Loading with hand-drilling, entry price.....	\$0.6658
Loading with hand-drilling, room price.....	.5400 .1258
Tons, per yard, entry 12 feet.....	4.61
	<hr/>
	.5800

PUNCHING MACHINES.

Cutting in rooms, per ton, screened coal.....	\$0.1900
Cutting in entries, break-throughs between entries, break-throughs between rooms and turning rooms, 8 feet wide, per ton, screened coal..	.1900
And extra, per yard.....	.1700
Loading, with hand-drilling, in rooms, per ton, screened coal.....	.5200
Loading, with hand-drilling, in entries, break-throughs between entries, break-throughs between rooms and room turning (8 feet wide), per ton, screened coal.....	.5200
And extra, per yard.....	.3900
The above is based on the following equivalents:	
Cutting, entry price.....	\$0.2466 ² / ₃
Cutting, room price.....	.1900 .0566 ² / ₃
Tons to one yard, entry 8 feet.....	3
	<hr/>
	\$0.1700

Loading with hand-drilling, entry price.....	\$0.6500
Loading, with hand-drilling, room price.....	.5200
	<hr/>
	\$0.1300

Tons to one yard, entry 8 feet..... \$0.3900

ROOM TURNING, CHAIN MACHINE.

Neck, 8 feet wide and 21 feet deep, first yard from entry and widening out yard, shall be pick mined, and shall be paid for in addition to room tonnage machine price as follows:

Pick, one yard from entry.....	\$2.95
Pick, one yard widening out.....	3.58
Loader, 10 yards, 8 feet wide, at .6800.....	\$6.80
Loader, 4½ yards, 12 feet wide, at .5800.....	2.51 9.31
Cutter, 10 yards, 8 feet wide, at .2500.....	2.50
Cutter, 4½ yards, 12 feet wide, at .17.....	.74
	<hr/>
	\$3.24

Less 7.61 tons at .1150..... .88 2.36

Room turning, chain machine, neck 12 feet by 21 feet:

Loader, 15 yards at .5800.....	\$8.70
Cutter, 15 yards at .1700.....	255

Room turning, punching machine, 8 feet wide, 21 feet neck:

Cutter, 15 yards at .1700.....	\$2.55
Loader, 15 yards at .39.....	5.85

After both chain and punching machines, where drilling is done by machine operated by other than the loader, .0260 per ton screened coal will be paid to the driller and .0320 deducted from the price for loading, as above.

GENERAL RULES FOR PICK AND MACHINE MINING.

Rule 1. The screen adopted by the Toledo interstate agreement of 1908 is affirmed and shall be uniform in size, six feet wide by twelve feet long, built of flat or Akron-shaped bars of not less than five-eighths of an inch surface, with one and one-fourth inches between bars, free from obstruction; and such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

Rule 2. That the eight-hour day of forty-eight hours of six days per week is hereby reaffirmed.

Rule 3. That an eight-hour day means eight hours' work in the mine at usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from same at night. Regarding drivers, they shall take their mules to and from the stables and the time required in so doing shall not include any part of the day's labor, their work beginning when they reach the changes at which they receive empty cars at the point named.

Rule 4. That when the men go into the mine in the morning they shall be entitled to two hours' pay, whether or not the mine works the full two hours. But after the first two hours the men shall be paid for every hour thereafter by the hour. If for any reason the regular routine work cannot be furnished the inside labor for a portion of the first two hours, the operators may furnish other than the regular labor for the unexpired time.

Rule 5. Mining entries and entry break-throughs in pick and machine mines drove double shift, extra, per yard, 29½ cents.

Rule 6. Wet entry shall be paid 29½ cents per yard extra when it has been fully determined that it is entitled thereto by the miner and the mine boss, or by the mine committee and mine superintendent, in case the former do not agree.

Rule 7. Operators shall take the water out of rooms and entries and have rooms and entries dry at starting time, or pay 4¾ cents per barrel if the miner has to bail it. Barrels to be placed in rooms and entries, and where barrels cannot be placed in entries, the water box shall be forwarded for the entrymen to bail water in.

Rule 8. Prices to be paid for slate or soapstone coming down unavoidably over the coal shall be agreed upon by the mine boss and the miner, and if they fail to agree, it shall be referred to the superintendent, mine boss and mine committee.

Rule 9. Clay veins and spars shall be paid for, the matter to be referred to miner affected and mine boss. If they fail to agree, the company reserves the right to remove the same and give the miner another place.

Rule 10. Any rolls or horsebacks coming up in bottom or down in top, shall be paid for as follows, per yard, running with rolls:

Six to 10 inches in thickness.....	\$0.29½
Between 10 and 17 inches.....	.59
Between 17 and 23 inches.....	.89
Between 23 and 29 inches.....	1.18

And rolls of more thickness shall be paid in the same proportion for each six inches.

Miners shall take up and remove roll where same crosses roadway.

When roll is so hard as to require drilling and blasting, the operator shall furnish one-half and the miner one-half the labor for drilling and blasting.

Rule 11. Work shall begin at 7 a. m., work to 11 a. m., not more than 30 minutes for dinner and work from 11:30 a. m. to 3:30 p. m., Central Standard time.

Rule 12. Any man called from inside to perform outside day labor shall receive inside day wages.

Rule 13. We adopt the check-off system as a part of the agreement of this district. This pertains to regular dues and assessments of the U. M. W. of A., but shall not give any right to collect fines unless such fines are ordered by two-thirds of the members of the local union. However, should either the operator, the local union or the party upon whom the fine is imposed, object to said fine, each of them shall have the right to appeal to the sub-district president for a final ruling. In order to be honored the check-off must be furnished to the company not later than 5 p. m. on the second and seventeenth day of each month.

Rule 14. No strike shall take place at any mine under the jurisdiction of Sub-District 5, of District No. 6 (Ohio) except for violation of agreements or refusal of employers to pay on the regular pay day without explanation, until the grievances at the mine affected have been thoroughly investigated by the officers of District 6, U. M. W. of A., and operators interested.

Rule 15. That a uniform rate of 1 per cent. on the dollar be charged in pick mines where company hires the blacksmith, and it is further agreed that no charge be made for blacksmithing for cutters and loaders in machine mines.

Rule 16. Machine men in both wide and narrow work are required to cut coal level and close to bottom, and in no case shall thickness of bottom exceed four inches. If a machine cutter leaves a sprag or a thick bottom in excess of four inches, he shall be notified to remove the same, and should he fail or refuse, he shall be charged 50 cents for each sprag, or 25 cents for each run, or both, the same to be paid to the loader.

Bottom coal in all narrow work must be taken up and loaded by the loader. When the operator requires bottom coal not to exceed four inches in thickness, to be taken up in wide rooms and said coal is in normal state and parts freely from the bottom, the miner must take it up without extra compensation. Where coal sticks to the bottom and extra labor is required to lift same, the company shall pay loader extra at a rate per crossing based upon maximum inside day labor scale.

Should the loader and the mine foreman fail to agree on the character of the bottom coal, or the compensation to which the loader is entitled, the matter shall be referred to the mine committee and superintendent. In case they disagree, the miner or miners affected shall be given an average place in the mine pending a final settlement of the question in dispute, then the matter shall be referred to the Sub-District President and the Operators' Commissioner, who shall use every effort to settle the controversy, and in case they disagree, then the Sub-District President may call in one experienced miner and the commissioner one operator or superintendent, and the matter referred to them and their decision shall be final and binding. Said investigations and decisions shall not be delayed, but be determined at the earliest possible date.

Rule 17. That all machine loaders be accorded two rooms for each two men and the operators pledge themselves to provide two rooms for two men at the earliest possible moment, but in the event of territory becoming scarce through a squeeze or striking a horseback, or any unavoidable obstacle, this shall not be construed so as to diminish the output of the mine.

Rule 18. There shall be no free turns allowed for either rooms or entries. The entries shall be driven as fast as operators desire or conditions permit; but in no case shall entry miners be allowed more cars than room miners and at least once each pay the turn shall be made uniform throughout the mine for the time previously worked. If, however, the regular turn will not allow cars enough to drive the entries as fast as desired, the operators shall increase the number of miners in each entry, so that, by giving to each the regular turn, the entries shall be driven as fast as two miners could do with full work.

If, however, the room men decline to take their places in the entries when requested to do so by the operator, then the entry men shall have free turns until the entries are driven their required length.

Rule 19. Miners shall exercise proper care in posting the soapstone in rooms, in order to prevent falls. When coal is taken out by the person employed in a room and soapstone falls to the amount of 750 pounds, it shall be removed by the miner without compensation, and when the fall of soapstone exceeds 750 pounds, the miners shall be paid for removing it, or the company remove the same.

Rule 20. Check weighmen may be placed on tipple at expense of miners, and his duty shall be that prescribed by the laws of the State of Ohio, and all weigh scales may be tested by the miners at any reasonable time.

Rule 21. Members of the Pitt Committee and local officers shall remain at their working places the same as all other employes unless a miner and a mine boss fail to agree on prices to be paid for extra work, when they may be called in to confer with the superintendent to decide the dispute. This, however, shall not prevent the committee from looking after the proper interest pertaining to the miners' organization.

It is understood that mine committees have no authority to order a suspension of work except upon a vote of three-fourths of the members of the local union.

Rule 22. All rooms shall be 24 feet wide or over. Machine rooms when ordered by the mine boss, driven less than 24 feet wide, entry price shall be paid.

Rule 23. When entries are ordered driven 15 degrees or more away from the line of butts or face, 25 cents extra per yard shall be paid in pick and machine

mines, but shall not be construed to apply to necessary curves in turning one entry from another, and in order to lay track on a required radius.

Rule 24. Any rule, either local or general, governing the scale or conditions of employment in the Pittsburg Vein of Sub-District No. 5, shall be mutually agreed to by the operator and miners interested, and said rules, before being enforced, shall receive the endorsement of the officials of the operators and officials of District No. 6, United Mine Workers of America.

Rule 25. No meeting shall be held during working hours, except by mutual agreement between miners and superintendent.

Rule 26. On the day that death by accident to an employe occurs in the mine, for that day only, the miners may cease working, but under no circumstances shall the mine be made idle for any funeral. And in consideration of the mine continuing to work on a day a funeral is held, the operators agree to contribute to the bereaved family, on the death of any of their workmen, one-third of the amount paid by the miners, said amount not to exceed \$25.00. This does not prevent friends from attending a funeral.

Rule 27. When any employe absents himself from duty two days or more, except on account of sickness, without giving advance notice to the mine boss or mine superintendent, when possible, he forfeits his position.

When a machine runner or any employe upon whose work other employes of the mine are dependent, absents himself from duty without giving advance notice, when possible, to the mine boss, he forfeits his position.

Rule 28. When any places or territory are not cut and the machine runners have not worked as many hours as the mine has worked by reason of breakdowns, sickness or absence of runners, the machine runners shall work on idle days or overtime until they have made up the lost time.

Rule 29. In case of local or general suspension of mining, either at the expiration of this contract or otherwise, the engineers, firemen, pumpers and other men necessary to keep the mines in shape shall not suspend work, but shall, when mine is suspended, fully protect and keep in repair all of the company's property under their care, and operate fans and pumps, and lower and hoist such men or supplies as may be required to keep up steam at the company's coal plant; but it is understood and agreed that the operators will not ask them to hoist any coal produced by non-union labor for sale on the market. The rates to be paid for such work to be those in effect at the time of suspension and then subject to any subsequent settlement.

Rule 30. The conditions, employment, duties, hours of labor and membership of the U. M. W. of A., of the engineers, firemen, electricians and machinists existing prior to September 1st, 1903, continue and remain in force during the life of this contract.

It is further agreed that any interference on the part of any member of the U. M. W. of A. of a mine committee or local officer, with the duties of engineer, firemen, electrician, or machinist, shall subject such member or members of the U. M. W. of A. of a mine committee, or local officer to suspension or dismissal by the operator with the understanding that the engineers, firemen, electricians or machinists who are now members shall remain members of the U. M. W. of A., and those who are not members shall not be compelled to join.

Rule 31. It is understood and agreed that should any dispute arise in regard to the interpretation of the rules and provisions of this scale that the interpretation shall be left entirely to the Committee of Operators and Miners who formulated and signed this agreement.

Rule 32. Pay days shall be uniform on the 10th and 25th of each month.

Rule 33. All draw-slate over twelve (12) inches in thickness shall be con-

sidered thick slate and shall be paid for at the following prices per yard, for the full width of and running with the working place:

	When Thickness of Slate is	To be paid for.	Price in Room 24 ft. wide.	Price in Entry 12 ft. wide.	Price in Entries 8 ft. wide.
13 inches.....		1 inch	.06	.04	.03
14 " "		2 inches	.12	.08	.06
15 " "		3 "	.18	.12	.09
16 " "		4 "	.24	.16	.12
17 " "		5 "	.30	.20	.15
18 " "		6 "	.36	.24	.18
19 " "		7 "	.42	.28	.21
20 " "		8 "	.48	.32	.24
21 " "		9 "	.54	.36	.27
22 " "		10 "	.60	.40	.30
23 " "		11 "	.66	.44	.33
24 " "		12 "	.72	.48	.36
25 " "		13 "	.78	.52	.39
26 " "		14 "	.84	.56	.42
27 " "		15 "	.90	.60	.45
28 " "		16 "	.96	.64	.48
29 " "		17 "	\$1.02	.68	.51
30 " "		18 "	1.08	.72	.54
31 " "		19 "	1.14	.76	.57
32 " "		20 "	1.20	.80	.60
33 " "		21 "	1.26	.84	.63
34 " "		22 "	1.32	.88	.66
35 " "		23 "	1.38	.92	.69
36 " "		24 "	1.44	.96	.72

SCALE COMMITTEE.

For Miners.

FRANK WOODY,
FRANK HLAD,

R. I. PATTERSON.

NOBLE AULT,
THOMAS HEPBURN.

J. J. ROBY,
MICHAEL GALLAGHER,

JOHN SIMPSON.

C. E. MAURER,
EDWARD JOHNSON,

For Opertors.

On Behalf of Miners.

D. H. SULLIVAN, President District No. 6.
JOHN ZELENKA, President Sub-District No. 5.
C. J. ALBASIN, Vice President Sub-District 5.
A. R. WATKINS, National Executive Board Member.

SCALE FOR BANK MEASURE PER FOOT.

Width.	5' High.	5' 2" High.	5' 3" High.	5' 4" High.	5' 6" High.
Rooms 24' wide.....	\$3.06	\$3.163 $\frac{1}{4}$	\$3.22	\$3.27	\$3.35
Rooms 25' wide.....	3.18 $\frac{3}{4}$	3.30	3.36	3.41	3.52 $\frac{1}{2}$
Entry 8' wide.....	1.71	1.77	1.80	1.82 $\frac{1}{2}$	1.89
Entry 9' wide.....	1.93	1.99 $\frac{1}{2}$	2.02 $\frac{1}{2}$	2.05 $\frac{1}{2}$	2.11

MACHINE MINING PER FOOT.

Width.	5' high cutting. Loading.	5' 2" cutting. Loading.	5' 3" cutting. Loading.	5' 4" cutting. Loading.	5' 6" cutting. Loading.
Room 24 ft.....	37	\$1 73	39	\$1 79	39 $\frac{1}{2}$
Room 25 ft.....	39	1 80	41 $\frac{1}{2}$	1 86	42
Room 26 ft.....	41 $\frac{1}{2}$	1 87 $\frac{1}{2}$	42 $\frac{1}{2}$	1 94	43
Entry 8 ft.....	24	87 $\frac{1}{2}$	24 $\frac{8}{10}$	91	92
Entry 9 ft.....	26 $\frac{1}{2}$	91	26.55	94	27 $\frac{1}{4}$
Entry 12 ft.....	27	1 05 $\frac{1}{2}$	27 $\frac{8}{10}$	1 06 $\frac{1}{2}$	28 $\frac{2}{10}$
				1 07 $\frac{1}{2}$	28 $\frac{8}{10}$
				1 09	29 $\frac{4}{10}$
					1 11

On behalf of Operators:

F. M. OSBORNE, President Pittsburg Vein Operators.

J. J. ROBY, Vice President Pittsburg Vein Operators.

M. D. RATCHFORD, Secretary Pittsburg Vein Operators.

J. B. ZERBE, Chairman Joint Convention.

LEE RANKIN, Secretary Joint Convention.

Signed at Wheeling, W. Va., May 18, 1910.

WHEELING, W. VA., May 19, 1910.

This certifies that the miners of the Eastern Ohio or No. 8 District, by a referendum vote, taken on May 18, 1910, have ratified and approved the report of the Joint Scale Committee of May 13, 1910. The vote officially reported is as follows:

Total vote cast.....	6038
For ratification.....	3491
Against ratification.....	2547
	— 6038

Plurality in favor of scale..... 944

D. H. SULLIVAN,

Pres. District No. 6, U. M. W. of A.

JOHN ZALENSKA,

Pres. Sub-District No. 5, U. M. W. of A.

LEE RANKIN,

Sec'y Sub-District No. 5, U. M. W. of A.

F. M. OSBORNE,

Pres. Pittsburg Vein Operators of Ohio.

M. D. RATCHFORD,

Sec'y Pittsburg Vein Operators of Ohio.

**OFFICIAL MINING SCALE FOR THE TUSCARAWAS, OHIO, DISTRICT,
Composed of the North End of Sub-District No. 5, of District 6, U. M. W. of A.,
Comprising the Nos. 5, 6, and 7 Veins of Coal in the Counties of
Tuscarawas, Stark, Carroll and Harrison, of Ohio.**

In Effect June 6, 1911, and Ending March 21, 1912.

All persons accepting employment in this mine hereby agree to be governed by the following rules and regulations:

PICK MINING SCALE.

Mining, per ton, screened lump coal.....	\$0.95
Mine run .....	.67%
When miners are required to push coal from face of room to entry, not to exceed 150 feet, extra per ton.....	.06%
Entries driven night and day, pick and machine, per yard extra.....	.31
Entries, dry, per yard.....	1.87
Break-throughs between entries, per yard.....	1.87
Break-throughs between rooms, per yard.....	1.00
Break-throughs between rooms, per yard, for any excess over 14 feet....	1.87
Room turning, 8 feet wide, 18 feet deep.....	3.81
Room turning, 8 feet wide, 19 feet deep.....	2.87

When wing rooms are turned, entry price shall be paid for first break-throughs "made from wing room."

Brushing for the first 6 inches in thickness shall be paid for at the rate of 35½ cents per yard; 5 feet wide, running with the entry, and for each additional inch in thickness thereafter 5½ cents per inch per yard.

INSIDE DAY WAGE SCALE.

Tracklayers, per day.....	\$2.70
Tracklayers' helpers, per day.....	2.49
Trappers, per day.....	1.25
Bottom cager, drivers, motormen, trip riders, water haulers and timbermen, per day.....	2.70
Pipemen, per day.....	2.63
All other inside day labor, per day.....	2.49

The above schedule of day wages applies only to men employed in the performance of their labor, and does not apply to boys, unless they can do, and are employed to do, a man's labor.

OUTSIDE DAY WAGE SCALE.

Dumpers and trimmers, per day.....	\$2.11
Blacksmiths, per day.....	2.70
Couplers and greasers, (boys), per day.....	.125

All outside labor not above enumerated shall be paid 5.55 per cent increase on wages paid prior to March 31, 1910.

MACHINE SCALE FOR NO. 7 VEIN.

Cutting, narrow, 4 feet or over, per ton.....	\$0.17¾
Cutting, wide, 4 feet or over, per ton.....	.14
Drilling, shooting and loading, narrow, 4 feet. or over, per ton.....	.66¾
Drilling, shooting and loading, wide, 4 feet or over, per ton.....	.54

MACHINE SCALE FOR No. 6 VEIN.

(Chain Machines.)

Cutting, wide, per ton.....	\$0.18 $\frac{1}{4}$
Cutting, narrow, per ton.....	.22 $\frac{1}{2}$
Drilling, shooting and loading, wide, per ton.....	.56
Drilling, shooting and loading, narrow, per ton.....	.66

RULES FOR Nos. 6 AND 7 VEINS.

No room to be less than 8 runs wide where roof is good, over 8 runs wide shall have track on each rib. Where roof is bad, to be settled by mine boss and men, company to move machine from place to place.

All narrow work to be not less than 12 feet wide. Less than 12 feet wide considered deficient work and to be paid accordingly. Rules of last year prevailing at Sherrodsville, Lindentree and Magnolia to be continued for another two years.

PUNCHING MACHINE.

Cutting, wide per ton.....	\$0.25 $\frac{1}{8}$
Cutting, narrow, per ton.....	.29 $\frac{1}{8}$
Drilling, shooting and loading, narrow, per ton.....	.64
Drilling, shooting and loading, wide, per ton.....	.54

RULES FOR PUNCHING MACHINES.

Rooms to be 24 feet wide with track in center. Rooms over 24 feet wide to have track on each pillar.

All narrow work to be 12 feet wide, less than 12 feet wide to be considered deficient work and to be paid accordingly.

In all cases where rolls, horsebacks or water is to be paid extra in pick mines, the same shall apply to punching machine mines, and to be divided between cutters and loaders in the same proportion as the mining price is divided between them.

GENERAL RULES FOR PICK AND MACHINE MINES.

Rule 1. The screen adopted by the Toledo Interstate agreement of 1908 is reaffirmed and shall be uniform in size, 6 feet wide and 12 feet long, built of flat or Akron shaped bars of not less than five-eighths of an inch surface, with 1 $\frac{1}{4}$ inches between bars, free from obstruction; and such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

Rule 2. That the eight-hour day of forty-eight hours of six days per week is hereby reaffirmed.

Rule 3. Eight hours shall constitute a day's work and all mines may operate six days a week. An eight-hour day means eight hours' work in the mine at the usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from the same at night. Regarding drivers, they shall take their mules to and from the stables, and the time required in doing so shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars, but in no case shall the driver's time be docked while he is waiting for such cars at the point named.

Rule 4. That when the men go into the mine in the morning they shall be entitled to two hours' pay whether or not the mine works full two hours. But after the first two hours the men shall be paid for every hour thereafter by the hour, for each hour's work or fractional part thereof. If for any reason the

regular routine work cannot be finished the inside labor for a portion of the first two hours, the operators may furnish other than the regular labor for the unexpired time.

Rule 5. Wet entry shall be paid for at the rate of 29½ cents per yard extra, when it has been fully determined that it is entitled thereto by agreement between the miner affected and the mine boss, or in case the former cannot agree, the question may be settled by the mine committee and superintendent.

Rule 6. Operators shall take water out of rooms and entries and have them dry at starting time, or pay 4¾ cents per barrel if the miner has to bail it. The company to furnish necessary barrels. If the barrels cannot be placed in the entry, the company shall furnish the eater box for the miners to bail the water into and move same when loaded.

Rule 7. Price to be paid for soapstone or slate coming down unavoidably over coal shall be paid for at the rate of inside day labor. The time to be agreed upon by miners and mine boss, and if they fail to agree it shall be referred to the superintendent, mine boss and mine committee.

Rule 8. All cash coming down unavoidably over 6 inches in thickness shall be considered thick cash, unless such falling is caused by careless shooting or posting, and the excess shall be paid for, the price to be agreed upon by the miner and mine boss. If they fail to agree, the question shall be referred to the superintendent and mine committee for settlement.

Rule 9. Clay veins and spare shall be paid for; the question to be referred to the miner affected and mine boss. If they fail to agree, the company reserves the right to remove same and give miner another place.

Rule 10. Rolls or horsebacks coming up in the bottom, or down in the top, shall be paid; for the first 6 inches in thickness, where cash does not constitute any part thereof, at the rate of 29½ cents per yard, running with the rolls, and for every 3 inches additional thickness thereafter 14¾ cents per yard extra, but this shall not be constituted to include cash rolls 6 inches or under in thickness.

Rule 11. Work shall begin at 7 a. m. and continue to 11 a. m., not more than forty-five minutes for dinner, and work from 11.45 a. m. to 3.45 p. m.

Rule 12. Any miner called from the inside to perform outside day labor shall receive inside day labor wages, that is, \$2.49 per day.

Rule 13. We adopt the check-off system as a part of the agreement for this district; this includes all dues and other assessments for the U. M. W. of A.

Rule 14. Blacksmithing shall be 1¼ per cent. on gross earnings for pick mining, and no charge shall be made for cutter and loader in machine mines.

Rule 15. Check weighmen may be placed on tipple at expense of miners, and his duties shall be those prescribed by the laws of the State of Ohio, and all weigh scales may be tested by miners at any reasonable time.

Rule 16. No strike, or suspension of work shall take place at any time in this sub-district except for failure of employer to pay on regular pay day without explanation, until after a meeting of the district miners' officials and the representative of the Central Ohio Operators' Association have failed to adjust the dispute. But it is understood that the meeting above referred to shall be held within one week from the date said meeting has been requested by either party thereto.

Rule 17. On the day that death by accident to an employe occurs in the mine, for that day only the miners may cease working, but under no circumstances shall the mines be idle for any funeral. This is, however, not to prevent individuals from attending a funeral, and in consideration of the mine continuing to work on a day a funeral is held, the operators agree to contribute to the bereaved family one-third the amount paid by the miners, said amount not to

exceed \$25.00. In case a funeral occurs on a Sunday or a day the mine is idle, through no fault of the miners or employes, the company shall contribute as above set forth. The above rule applies in case of death of an employe or his wife or children and is applicable only to the mine at which such party is employed.

Rule 18. If a machine cutter leaves a sprag or thick bottom in excess of 4 inches, he shall be notified to remove same, and should he refuse he shall be charged 50 cents for each sprag or thick bottom, and the same to be paid to the loader.

Rule 19. That all machine loaders be accorded two rooms for each two men, and the operators pledge themselves to provide two rooms for two men at the earliest possible moment; but in the event of territory becoming scarce through a squeeze, or striking a horseback, or any unavoidable obstacle, this shall not be construed so as to diminish the output of the mine.

Rule 20. The miners agree to load out clean coal. In case any bone coal, slate, sulphur or other impurity is sent out by a miner, it shall be the duty of the trimmers to call the attention of the weighman and check weighman to it, who shall thereupon mark the record of the wagon on the daily weigh sheet, so that the miner may have due notice. For the second offense he shall be fined \$1.00, and for the third offense in six actual days' work, he shall be fined \$2.50, or at the option of the mine boss may be suspended or discharged. Should there be any question as to discrimination in the enforcement of this rule, it shall be taken up for settlement by the district officers of the U. M. W. of A. and the representative of The Central Ohio Operators' Association. The fines shall be paid by the company into the burial fund of local union. Persons accepting refunded fines shall be expelled from the union.

Rule 21. Operators shall be permitted to require regular machine runners to cut on idle days, in case of breakdown or unavoidable accidents to machine.

Rule 22. If any machine man be dissatisfied, he shall be given an average place in the mine.

Rule 23. No meeting shall be held between the hours of 6:30 a. m., 4:00 p. m. on days the mine is to work, except by mutual agreement between the miners and superintendent.

Rule 24. When the superintendent has assurance that sufficient cars are on the way for at least a half day's run, the miners shall be required to enter the mine and load out their coal. But if through misinformation it shall happen that no cars are furnished, the miners may thereafter verify the statement of the superintendent by calling up the railroad officials themselves before entering the mine, but cars are supposed to be at the mine by 7:30 a. m.

Rule 25. The company shall have the right, whenever short of room, to require two men in each entry, for day or night shift, in pick mines. If this is not satisfactory to any entry man, the company shall give him an average room. In the event, however, of territory becoming scarce through a squeeze, fall or some other unavoidable circumstances, special arrangements shall be made so that entries may be driven fast enough to provide sufficient territory.

Rule 26. That where coal is lost by falls of roof or accumulation of water, miner and machine men so affected shall be paid for same not later than the second pay day. Provided, however, its loss has not been occasioned by careless shooting or posting. Price to be agreed upon by miner and mine foreman.

Rule 27. When machine runner or any other employe upon whose work other employes of the mines are dependent, absents himself from duty for two consecutive days or more without giving notice when possible to the mine boss, he forfeits his position. Sickness and unavoidable accidents excepted.

Rule 28. Pay days shall be uniform on the second and fourth Saturdays of each month.

LOCAL OR GENERAL SUSPENSION OF MINING.

Rule 29. In case of local or general suspension of mining, either at the expiration of this contract or otherwise, the engineers, firemen, pumpers and other men necessary to keep the mines in shape, shall not suspend work, but shall (when mine is suspended) fully protect and keep in repair all the company's property under their care, and operate fans and pumps, lower and hoist such men or supplies as may be required to keep up steam at the company's coal plant; but it is understood and agreed that the operators will not ask them to hoist any coal produced by non-union labor for sale on the market. The rates to be paid for such work to be those in effect at the time of suspension, subject to any subsequent settlement.

Rule 30. Any new rules, local or general, governing the scale or conditions of employment in the Nos. 5, 6 and 7 veins of coal in the north end of Sub-District No. 5 of Chio shall be mutually agreed to by the operators and minters interested, and said rules, before being enforced, shall receive the endorsement of the officials of the Central Ohio Operators' Association and of District 6, U. M. W. of A.

MINERS.

JOHN ZELENKA, *Pres. Sub-Dist. No. 5.*
 C. J. ALBASIN, *Vice-Pres. Sub-Dist. No. 5.*
 WM. APPLEGARTH, *Sec.-Treas. Sub-Dist. No. 5.*
 G. W. SAVAGE, *Sec.-Treas. Dist. No. 6.*
 D. H. SULLIVAN, *President.*
 JOHN MOORE.
 A. R. WATKINS, *Int. Ex. Board.*

Scale Committee.

CHAS. WENGER,
 C. E. REYMOND,
 JAMES C. CARLISLE.

OPERATORS.

CENTRAL OHIO OPERATORS' ASS'N.
 C. L. CASSINGHAM, *Pres.*
 C. A. LOWRY, *Sec.*

Scale Committee.

R. W. JOHNS,
 W. H. HASKINS, *Agt.*
 E. E. FOX.

Ex-Board Members.

C. A. McDONALD,
 D. R. PHILLIPS.

SUB-DISTRICT 6.

DETAILED MINING SCALE FOR CAMBRIDGE DISTRICT.

The following shall be the detailed mining scale for the Cambridge District, for the two years beginning April 1st, 1910, and ending March 31st, 1912:

PICK MINING SCALE.

Pick mining, rate per ton of screened lump.....	\$0.95
Run of mine, 5/7 of lump price.....	.67 .85

Dry entries, per yard.....	2.37
Break-throughs in entries.....	2.37
Break-throughs in rooms.....	1.64
Room turning	3.60
Timbermen, per day.....	2.70
Tracklayers, per day.....	2.70
Tracklayers' helpers, per day.....	2.49
Pipe men, per day.....	2.64
Cagers, drivers, machine haulers, water haulers, trip riders.....	2.70
Wire men	2.70
Motormen, minimum	2.70
Trappers	1.25

And all other inside day labor not enumerated shall be paid \$2.49 per day.

MACHINE MINING SCALE.

Cutting by Jeffrey style of machine, in rooms.....	.105
Cutting by Jeffrey style of machine, in entries.....	.1425
By punching machines in rooms.....	.15
By punching machines in entries.....	.1664
Loading in rooms, per ton.....	.515
Loading in rooms with hand drilling.....	.545
Loading in entries.....	.641
Loading in entries with hand drilling.....	.671
Break-throughs in entries.....	Entry price
Break-throughs in rooms.....	.6004
Break-throughs in rooms with hand drilling.....	.6304

Drilling by hand 3c, by machine 2.5c. Room turning cutter and loader, entry price. Break-throughs, entries into room or rooms into entries, entry price.

OUTSIDE DAY WAGE SCALE.

The following shall be the minimum base for outside day labor and engineers, firemen and dynamo men employed in or around the mines. It is understood that the engineers, firemen and dynamo men shall work under present conditions during the life of this contract:

Engineers, per month.....	\$77.18
Firemen, per day	2.49
Dynamo men, per day.....	2.37
First blacksmith, per day.....	2.96
Second blacksmith, per day.....	2.67
Blacksmith's helper, per day.....	2.49
Carpenters, per day.....	2.67
Dumpers and trimmers, per day.....	2.49
Slack haulers, per day.....	2.08
Greasers and couplers, per day.....	1.48

All outside labor not above enumerated shall work under the same conditions and receive the same rate of wages as they did during the scale term ending March 81st, 1910, with the advance of 5.55 on the wages they then received.

Eight hours shall constitute a day's work, and all mines may operate six days a week, except as provided for in section 22.

The mines of this district shall begin work at 6:30 a. m., working until 10:30 a. m., and beginning at 11:30 a. m., shall work until 3:30 p. m.

SECTION I — BOTTOM, SPRAGS, ETC.

All machines shall be fitted with front shoe not to exceed two and one-half inches in thickness, and with jacks if required, and the machine men be required to cut coal level and close to bottom; and in no case shall thickness of bottom exceed four inches, except in cases of pots or other extreme variations. All machine men leaving more bottom than above must lift the same or it shall be lifted at their expense. Where the mine boss or superintendent orders left a greater thickness than four inches the company shall take care of it; and where the bottom is unmarketable the miner may call the attention of the mine boss to it and endeavor to arrive at an agreement for its removal or retention. If the mine boss and miner fail to reach an agreement as to compensation or otherwise, the matter shall be submitted to the superintendent and mine committee for adjustment. In case of sprags being left by a machine man, he shall be notified by the loader, and if he refuses to remove the same the loader shall remove the same and be allowed 50 cents for so doing, the said 50 cents to be deducted from machine runner. When any machine runner leaves six or more sprags in any one pay he shall be removed from machine and his services be disposed of a sdeemed best by the general superintendent.

SECTION II — FREE OR FAST TURNS.

No miner shall be permitted to load double turn or free turn under any circumstances, and there shall be no fast turn except when one or or two cars are needed to clean up a place for the machine, and provision regarding fast turn not be held to apply in such case. There shall be an equal turn kept throughout the mine and all differences between entries be equalized once each week. In case of loader being idle on account of fall of slate, no cutting, breakdown of machinery or other unavoidable circumstances, he shall receive his turn for lost time.

SECTION III — WORKING PLACES.

All machine loaders shall be accorded two rooms for each two men, and the operators pledge themselves to provide two rooms for two men at the earliest possible moment, but in the event of territory becoming scarce through a squeeze, striking a horseback or any unavoidable obstacle, this shall not be construed so as to diminish the output of the mine.

SECTION IV — SMITHING.

The miner shall pay one and one-half cents per one dollar for smithing in pick work and nothing for machine loading or cutting.

SECTION V — WATER.

The company shall have the water out of working places at starting time and keep same out of working places during working hours, unavoidable accidents excepted.

Where loaders bail water they shall be paid 10c per barrel for same. The company shall furnish barrels, when needed by loader, sufficient to hold the water.

SECTION VI — LOST COAL.

Cutters and drillers shall be paid for all coal cut and drilled and lost in cave-ins. Said coal to be paid for inside of 30 days.

SECTION VII — LIMIT ON CARS.

There shall be no limit on mine cars.

SECTION VIII—TURN RAILS.

There shall be a turn rail laid in all break-throughs after first cut is loaded out, except when room is eight run wide, then the turn rails shall be laid in break-throughs after first shot is cut.

Empty cars shall be pulled into upgrade rooms past second break-through. The company shall remove all turn rails from break-throughs and relay trace to face of working place.

SECTION IX—SLATE.

No miner or miners shall handle more than one thousand pounds of slate or dirt in any one place without pay. Be it understood, however, that this section shall not prevent the making of local arrangements for handling of slate or dirt by the loaders between the miners' officials and the superintendent.

SECTION X—DRIVERS.

Spike team drivers shall harness but one mule.

SECTION XI—ENTRIES.

There shall be but one loader in each entry.

SECTION XII—BREAK-THROUGHS.

In break-throughs between rooms all over 18 feet shall be paid entry price.

SECTION XIII—YARDAGE.

Twenty-nine and sixty-eight one-hundredths (29.68) cents extra per yard shall be paid for driving double shift entries and double shift break-throughs between entries.

SECTION XIV—MACHINE CUTTINGS.

In consideration of one-half cent per ton extra on the ton of lump coal to be paid to the loaders all the merchantable coal produced from the seam by the machine, pick, powder or otherwise, shall and must be loaded out by the loader for a period of ten years, beginning May 1st, 1904, and ending May 1st, 1914; and it is further agreed that if the No. Eight District of Ohio or the Pittsburg District shall during the life of this agreement or before May 1st, 1914, secure a higher rate than that named in this article for loading machine cuttings, then this district shall pay a rate equal to the rate named in districts mentioned, from the time of such agreement, irrespective of this clause.

SECTION XV—PILLARS.

For pillars cut and loaded five runs and under in width the loader shall be paid three cents over room price per ton. For three runs or under in pillars the machine runners are to be paid entry price.

SECTION XVI—POSTS, ETC.

All props used in rooms or other working places where props are required throughout the various heights of coal in the same mine, the company shall furnish them in proper length as requested by the miner, but differences in length shall be six inches; namely, sizes shall be four and one-half, five and five and one-half and six and six and one-half and longer or shorter if required. At least one cap for each post shall be furnished. No miner or mine laborer shall be compelled to draw posts from old workings, but this shall not be construed to prohibit agreements between miners or mine laborers and mine boss or superintendent to do such work.

SECTION XVII — CHECK OFF.

The system of checking off for the United Mine Workers' Organization remains in force and must be observed. The above to include all dues and assessments for burial fund and United Mine Workers' Organization.

No fine shall be collected except it is ordered by a majority vote of the members present at a regularly called local meeting.

However, should either the operator, the local union or the party upon whom the fine is imposed, object to such fine, each of them shall have the right to appeal to the Sub-District President and the operator or the operators' committee for final ruling.

SECTION XVIII — TIMBERMEN.

It is understood that a day man other than the regular timberman shall receive timbermen's wages when called upon to do timbering, but this rule is not to apply to slate men when called upon to set a limited number of posts for the personal safety of themselves or machine men. Timbermen and slate men now employed shall during this agreement be classed in the same class as during the scale year from April 1st, 1908, to April 1st, 1910.

SECTION XIX — QUARTERING ENTRIES.

For all quartering entries, when ordered driven, the loader shall be paid 26.88 cents per yard extra.

SECTION XX — SUSPENSIONS.

In case of local or general suspension of mining, either at the expiration of this contract or otherwise, the engineers, firemen, pumpers and other men necessary to keep the mines in shape, shall not suspend work, but shall, when mine is suspended, fully protect and keep in repair all of the company's property under their care, and operate fans and pumps, and lower and hoist such men or supplies as may be required to keep up steam at the company's coal plant; but it is understood and agreed that the operators will not ask them to hoist any coal produced by non-union labor, for sale on the market. The rates to be paid for such work to be those in effect at the time of suspension, subject to any subsequent settlement.

SECTION XXI — STANDARD HEIGHT.

When the coal in a working place is less than four feet in height, machine men and loader shall be paid extra for working same. It is understood that in computing the height of working places only coal that the loader is permitted to load shall be counted.

SECTION XXII — MEETINGS AT MINE.

Where necessary to hold meetings at mine where miners so desire, one to four hours of one afternoon each month shall be allowed for the purpose of holding such meetings. Such afternoon to be agreed upon between the management and miners at the different mines.

No other meetings than as herein provided shall be held at any mine during working hours.

SECTION XXIII.

Where machine men, when authorized, repair machines they shall be paid not less than 37½ cents per hour for making such repairs.

SECTION XXIV.

No strike shall take place at any mine under the jurisdiction of Sub-District No. 6, Cambridge field, until the dispute has been referred by the

aggrieved employe to the mine boss and thoroughly investigated, and upon his failure to agree the grievance shall be referred to the Superintendent and Mine Committee, in case they fail to agree the matter shall be referred to the Mine Manager and the District Officers for adjustment.

Discharge cases shall be settled within three days.

SECTION XXV.

No new conditions shall be imposed during the life of this contract except by mutual consent.

In Behalf of Miners.

H. F. McCauley,
Chas. E. Tilton,
C. Wolfe,
I. F. Dudley,
Scale Committee.

T. L. Lewis, *Pres. U. M. W. of A.*
John Moore, *Vice-Pres. Ohio Miners.*
G. W. Savage, *Sec.-Treas. Ohio Miners.*
A. G. Nelson, *Sub-District Pres.*
Will C. Thompson, *Sub.-Dist. Vice-Pres.*
E. P. Miller, *Sec. for the Miners.*

In Behalf of Operators.

A. J. Laverty, *The Morris Coal Co.*
P. Y. Cox, *The Cambridge Collieries Co.*
G. S. Walkenshaw, *The National Coal Co.*
J. C. Orr, *The Imperial Mining Co.*

IN BEHALF OF THE CAMBRIDGE DISTRICT COAL OPERATORS' ASS'N:

H. A. Forsythe, *President.*
Geo. A. Kelsey, *Secretary.*

CROOKSVILLE DISTRICT.

The Mines of the Crooksville District May Operate, Pending a Report of the Special Scale Committee, Under the Following Rules, Prices and Conditions.

This agreement, by and between the respective duly authorized representatives of the coal operators and miners of the Crooksville District of Ohio.

Witnesseth, that, pursuant to the preceding interstate agreement signed at Toledo, Ohio, on April 17, 1908, by the miners and operators of Western Pennsylvania, Ohio and Indiana, the following shall be the prices, rates of wages, rules and conditions to govern the production of coal in the district aforesaid, for two years, commencing on April 1, 1908, and ending on March 31, 1910.

1. Eight hours shall constitute a day's work and all mines may operate six days per week. An eight hour day means eight hours' work in the mine at usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from same at night. Regarding drivers, they shall take their mules to and from the stables, and the time required in so doing shall not include any part

of the day's labor, their work beginning when the reach the change at which they receive empty cars, but in no case shall the driver's time be docked while he is waiting for such cars at the point named.

2. Operators are to have water out of working places at starting time or pay miner fair price for so doing, price to be fixed by miner and mine boss; if they fail to agree to be settled by mine committee and mine boss. When water is bailed in barrels by miner 5 cents per barrel shall be paid.

3. In cases of bone coal and slate coming down unavoidably in working places, it shall be removed by the operator, or the miner shall be paid at rate of inside day labor for so doing when first authorized by mine boss. This rule not to apply in cases where it is determined that the bone coal or slate comes down through carelessness or negligence of miner.

4. The price to be paid for clay veins, rolls in bottom or horsebacks shall be determined between loader and mine boss. If they fail to agree same to be referred to loader, mine boss and mine committee.

5. The check-off on account of sharpening at all pick mines where company does the sharpening shall be 1½ cents on each dollar of gross earnings earned by miner. In machine mines nothing to be charged to machine cutters and loaders for sharpening.

6. There shall be no free turns allowed to either rooms or entries. The entries shall be driven as fast as operators desire or conditions permit, but in no case shall entry miners be allowed more cars per day than room miners and at least once each two weeks the turn shall be made uniform for the time previously worked. If, however, the regular turn will not allow cars enough to drive the entries as fast as desired, the operators shall increase the number of miners in each entry so that by giving to each the regular turn the entries shall be driven as fast as two miners could drive them at full work. If, however, the room men decline to take their place in the entries when requested to do so by the operators, then the entry men shall have free turns until the entries are driven the required length; nothing in the foregoing to prevent fast turns.

7. The checking off of the United Mine Workers' organization shall remain in force and be observed; same to be checked off by per cent. of earnings. This is to include all dues and assessments for the organization.

8. Machine men are required to cut coal level and close to bottom and in no case shall thickness of bottom exceed 4 inches, except where first authorized by mine superintendent or mine boss, and all machine men leaving more bottom than the amount specified without this authority must lift the same, or it will be lifted at their expense.

All bottom not exceeding four inches shall be lifted by miner, and all unsalable coal and impurities removed therefrom and thrown back, except under extraordinary conditions. Where mine boss and miner or mine boss and mine committee agree that this bottom is extraordinary sulphurous or impure, the miner shall receive extra compensation, to be agreed to by miner or mine committee and mine boss, or the bottom shall be taken care of by the company. Where it is necessary to leave a greater thickness owing to the impurities, the same shall be taken care of by the company.

In case of sprags being left by a machine man, he shall be notified by the loader, and if he refuses to remove the same, the loader shall remove the sprag and be allowed 50 cents for so doing, said amount to be deducted from the machine runner. Where any machine runner leaves six or more sprags in any one pay, he shall be removed from machine and his services disposed of as deemed best by the superintendent of the mine.

9. The company shall provide shields for covering cutter head of machines. The machine man shall be required to remove the bits from the chain or cutter

head, or place shield over cutter head, to make the machine safe to be moved. Any machine man failing to carry out this rule may be removed from machine without question.

10. It is agreed that if any differences arise between an employer and employee in or about the mines, it shall be the duty of the person or persons affected to settle the same with the mine boss. If they fail to agree, the question shall be referred to the mine superintendent and mine committee. If they fail to agree it shall be referred to the sub-district officers of the United Mine Workers and the general superintendent or authorized representatives of the Crooksville Coal Operators' Association; then, in case of failure of agreement it shall be referred to the state officers of the United Mine Workers and the Crooksville Operators' Association.

Nothing in the foregoing to prevent differences being adjusted between the miners' officers and the operator affected, should such adjustment be possible.

All controversies arising under the terms of this agreement shall be taken up for adjustment as herein provided without delay.

No stoppage shall take place at any mine on account of any grievance—except for breaking down of weigh scales or refusal of employers to pay on regular pay day without explanation until the matter has been presented for adjustment and acted upon as above provided.

No grievance will be considered or taken up for settlement by either party to this contract, at any mine where a strike or stoppage of work occurs contrary to the provisions of this contract, while such strike or stoppage of works exists, until the mine again resumes work.

Should the miners stop the mine for the purpose of redressing a grievance, it shall be considered a violation of contract; and those who upon investigation are found responsible for such illegal stoppage or strike shall be removed or suspended at the discretion of the executive committee of the Crooksville Coal Operators' Association with their representatives and the state and sub-district officers of the United Mine Workers of America.

With reference to companies whose mine bosses or superintendents are guilty of stopping the mine for the purpose of redressing a grievance they shall, upon conviction by the authorities above provided, be fined in the sum of fifty dollars (\$50.00) for each offence; the same to be paid to the treasurer of Sub-District 6 or the treasurer of District 6 of the United Mine Workers as they may direct.

All grievances going to the operators' association from the sub-district officers and the operators' representatives, shall be in writing.

11. All machine loaders shall be accorded two rooms for each two men, and the operators pledge themselves to provide two rooms for two men at the earliest possible moment, but in the event of territory becoming scarce, through a squeeze or striking a horseback, or any other unavoidable obstacle, this shall not be construed so as to diminish the output of the mine.

12. Where a miner is required in any entry to make height above top of rail 5 feet, 33.52 cents per yard shall be paid for shooting and loading bone coal, 16.76 cents per yard shall be paid for shooting and loading black band when same exists, and 33.52 cents per yard shall be paid for shooting and loading rock. Where black band does not exist, 50.29 cents per yard shall be paid for shooting and loading rock. When this yardage is paid the price for loading coal shall not include bone coal price.

13. All work 18 feet and under shall be entry price. Where rooms have to be cut under 24 feet wide and over 18 feet, the same shall be paid for at 3 cents per ton extra to loader. Machine runners to receive extra price. Not to affect pillars or entries. Slabs to be left to men and mine boss.

14. The company shall be permitted to put two men in entries to cut and load coal and move their own machines where necessary or isolated.

15. When loader has once placed posts in his room it shall be the duty of the machine runners to properly replace any posts removed by them.

16. Day men are to do whatever work about mine the management may require, so long as they are paid scale price for the work.

17. Where a miner absents himself from duty for two days or more except on account of sickness, without giving advance notice to the mine boss or mine superintendent when possible, he forfeits his position. Where a machine runner or any employe upon whose work other employes of the mine are dependent absents himself from duty without giving advance notice when possible to the mine boss, he forfeits his position.

18. The company has the right to report daily tonnage in even tons and carry off hundredweights forward to weigh sheet for following day, the odd hundredweights to be paid for when man leaves the employ of the company.

19. Operators shall be permitted to require regular machine runners to cut on idle days in case of breakdown, unavoidable accidents, or four places being out of cutting in any one territory.

20. Satisfactory local agreements shall be made between the various locals and their operators for waiting for cars, where there is a reasonable assurance that cars will be placed at mine after starting time.

21. Where desired by miners a turn rail shall be laid in all break-throughs in single track rooms after the first cut of machine is loaded out and second cut made, and in double track rooms after the second cut of machine is loaded out and third cut made.

22. In breakthroughs between rooms all over 18 feet shall be paid entry price.

23. In breakthroughs between rooms the loader shall not be given narrow checks, but the narrow coal shall be estimated by mine boss and miner.

24. In case of local or general suspension of mining, either at the expiration of this contract or otherwise, the engineers, firemen, pumpers, and other men necessary to keep the mines in shape shall not suspend work, but shall, when mine is suspended fully protect and keep in repair all of the company's property under their care and operate fans and pumps, and lower and hoist such men or supplies as may be required to keep up steam at the company's coal plant; but it is understood and agreed that the operators will not ask them to hoist any coal produced by non-union labor for sale on the market. The rates to be paid for such work to be those in effect at the time of suspension, subject to any subsequent settlement.

25. Any local conditions that may arise during this contract that are not covered by this scale agreement shall be taken up and be mutually agreed by the operator and miners interested said agreement to receive the endorsement of the district officials of the mine workers, and the officials of the mine workers and the operators agree that they will use their best efforts towards the enforcement of all rules and conditions of this scale agreement.

26. It is agreed that any person loading 100 pounds of dirt or impurities in one car, for the first offence he shall be fined 50 cents; for the second offence in the same day he shall be fined 75 cents. If the loader still persists in loading dirty coal and said man shall have been found to have an average place in the mine by the mine boss and mine committee he shall be laid off for two days, after which if he still persists in loading dirty coal he shall be suspended for such period of time as may be agreed to by mine boss and mine committee. Any fines collected shall be turned over to the treasury of the local union and shall

not be refunded. It is understood that said impurities shall be weighed in the presence of the check-weighman in case of dispute.

27. In case of emergency the company shall have the right to vary the noon hour to one-half hour earlier. All day men affected shall be notified in advance of such variation in noon hour.

28. Where necessary to hold meetings at mines, where miners so desire one afternoon each month shall be allowed for the purpose of holding such meetings. Such afternoon to be agreed upon between the management and miners at the different mines. No other meetings than as herein provided shall be held at any time during working hours.

29. When necessary, day men shall work on idle days, or, in cases of emergency, overtime; but such work shall be distributed as equally as possible among employees. The operators reserve the right to work skilled labor upon days when mine is idle, or, in cases of emergency, extra shift.

30. In consideration of one-half cent per ton extra on a ton of lump coal produced by machines, to be paid to the machine loader, said loader shall load out all the machine cuttings and fine coal with the lump coal or by itself in separate cars as the operator may desire, and none of said cutting shall be thrown back into the gob or roadways or loaded with bone coal in violation of this rule. No free turns shall be allowed for bug dust in either rooms or entries if management requires bug dust to be loaded with the coal.

31. The standard width of an entry in the No. 6 seam shall be 4 runs or 12 feet, and if during the life of this contract, operators driving narrower entries desire to pay the cutter and loader a tonnage price, instead of allowing the extra tonnage that a 12 feet entry would make, they may pay the cutter 24.7 cents, and the loader 78.41 cents per ton of lump coal.

32. In machine mines in consideration of 04.46 cents per ton extra on each ton of lump coal, to be paid to the machine loaders, said loaders shall take down bone coal over roadways sufficient width and said bone coal shall be taken down separately.

DAY LABOR—INSIDE.

Tracklayers, per day.....	\$2.70
Tracklayers' helpers, per day.....	2.49
Drivers, per day.....	2.70
Rope riders, per day.....	2.70
Trappers, per day.....	1.25
Bottom cagers, per day.....	2.70
Water haulers and machine haulers, per day.....	2.70
Timberman, per day.....	2.70
Pipe men for compressed air plants, per day.....	2.63
Wiremen, per day.....	2.70
Motormen, per day, minimum.....	2.70
All other inside day labor, per day.....	2.49

DAY LABOR—OUTSIDE.

The following shall be the minimum base for outside day labor:

Blacksmith, per day.....	\$2.70
Blacksmith helper, per day.....	2.07
Trimmers, per day.....	2.37
Carpenters, per day.....	2.37

All outside labor not above enumerated shall be paid an advance of .555 per cent.

All day labor not giving satisfaction or not satisfied with the wages paid, according to this scale, shall be given an average place in the mine.

MACHINE.

Cutting with chain machines, wide work.....	\$0.165
Cutting with chain machines, narrow work.....	.1977
Loading, shooting and drilling in rooms.....	.545
Loading, shooting and drilling in narrow work.....	.6706
Room turning, cutter and loader.....	Entry price
Break-throughs between rooms, loaders, per ton.....	.6315
Break-throughs between rooms where bone coal is taken down, loader, per ton .....	.6761
Break-throughs between entries	Entry price
Double shift entries and breakthroughs between entries, extra per yard....	.3166

PICK.

Per ton of screen lump coal.....	\$0.95
Taking care of bone coal over roadway in rooms, extra per ton lump coal.	.0633
For delivery of coal by miner to entry, per ton.....	.0633
Driving entry, taking top and bottom, five feet high from rail, where top is slated or bone coal, per yard.....	2.2165
Driving entry, under top, per yard.....	1.6465
Driving entry and taking down bone coal, per yard.....	1.8787
Break-throughs between entries, for coal, per yard.....	1.6465
Room break-throughs, single entry system, for first break-through, per yard.	1.6465
Room break-throughs, single entry system, after first break-throughs, per yard .....	.9499
Room break-throughs, double entry system, per yard.....	.9499
Room turning, per yard of neck.....	.8312
Rock shot in room neck, two yards.....	1.4249
Four-yard wide places, per yard.....	1.0027
Double shift entries and breakthroughs between entries, extra, per yard..	.3166

In Behalf of Miners:

D. H. SULLIVAN, *President*,
 G. W. SAVAGE, *Sec.-Treas.*,
 JOHN MOORE,
 A. G. NELSON,
 W. C. THOMPSON,
 E. P. MILLER.

In Behalf of Operators:

F. B. CHAPMAN,
 W. C. GOSLINE,
 JOHN T. CARDING.

The following is to be made a matter of record:

Motormen are to be at their places of work at starting time same as drivers.

In Behalf of Miners:

In Behalf of Operators:

Attest: W. L. TIMMONS,
Secretary for Operators.
 E. P. MILLER,
Secretary for Miners.

COLUMBUS, OHIO, November 5, 1910.

By MR. JONES: I move that a Scale Committee of five be appointed, two from the miners' side and two from the operators' side. The four to select the fifth, who shall be a disinterested party, and that they investigate this full proposition and take up all the facts and consider them and report to an adjourned meeting of this convention.

Amendment by Mr. Moore: I move to amend the motion before the house, that while the Scale Committee is considering the proposition referred to it, that the miners resume operations under last year's contract, plus the advance provided by the Cincinnati Miners' Special Convention.

F. B. CHAPMAN,
W. C. GOSLINE, JR., *V. Pres.*
JOHN T. CARDING,
D. H. SULLIVAN, *Pres.*,
JOHN MOORE, *V. Pres.*,

G. W. SAVAGE, *Sec.-Treas.*,
A. G. NELSON,
WILL C. THOMPSON,
E. P. MILLER.

The following resolution was adopted at a joint meeting of Crooksville operators and miners held at Zanesville, Ohio, July 20, 1911:

Motion by Lee Hall:

"That the present prices, conditions and rules remain in force during the remainder of this contract period, being until March 31, 1912."

Motion was seconded by John Moore, District President, and unanimously carried.

Motion by John Moore, District President, seconded by H. L. Chapman:

"That the officers of this joint meeting, the officers of the operators' association and the miners' officers sign the resolution just adopted."

Motion by District Secretary Savage:

"That we adjourn this meeting sine die to reconvene at such time as the officers of both the miners' and operators' organizations may agree."

Motion carried.

C. F. EVANS, *Chairman*,
W. A. GOSLINE, *Vice-Pres.*,
JOHN MOORE,
G. W. SAVAGE,

LEE HALL,
WILL C. THOMPSON,
E. P. MILLER,

DETAILED MINING SCALE FOR COSHOCTON DISTRICT — SUB-DISTRICT NO. 6, COSHOCTON COUNTY.

PICK SCALE.

Per ton of screened coal.....	\$0.95
For delivery of coal by miner to entry, per ton.....	.0633
Driving entry, taking top or bottom, five feet high from rail, per yard....	2.2165
Driving entry, under top, per yard.....	1.6465
Break-throughs between entries for coal, per yard.....	1.6465
Room break-throughs, single entry system, for first break-through, per yard.	1.6465
Room break-throughs, single entry system, after first break-through, per yard .....	.95
Room breakthroughs, double entry system, per yard.....	.95
Room turning, per yard of neck.....	.8812
Rock shot in room necks, two yards.....	1.4252
Four-yard wide places, per yard.....	100
Double shift entries and break-throughs between entries, extra per yard..	.8166

CHAIN MINING MACHINE SCALE.

Cutting, wide work, per ton.....	\$0.165
Cutting, narrow work, per ton.....	.1977
Drilling, shooting and loading in rooms, per ton.....	.6083
Drilling, shooting and loading in entries, per ton.....	.7339
Room turning, cutter and loader, entry price.....	.7339
Break-throughs between rooms, loader, per ton.....	.6821
Double shift entry and break-throughs between entries, extra per yard.....	.3166
It is agreed and understood that .0633 cents per ton of the above named prices for drilling, shooting and loading in rooms and entries is for pushing. Entry price is based on twelve (12) feet.	
Cutting with chain machines, three runs, wide place.....	\$0.2432
Drilling, shooting and loading, three runs, wide places.....	.7907

PUNCHING MACHINE SCALE.

Loading and pushing	\$0.6083
Wide cutting .....	.2650
Room turning, per yard.....	.8812
First break-through in rooms, single entry.....	1.3827
Entry under top, per yard.....	1.3827
Entry, five feet on rail, per yard.....	1.8576
Second break-through in rooms, per yard.....	.8021

Narrow work yardage to be divided equally between cutter and loader as follows:

NOTE.—The prices herein named for loading do not include $\frac{1}{2}$ cent per ton paid for loading bug dust or cuttings.

	Cutter.	Loader.
Room turning, per yard of neck.....	\$0.4156	\$0.4156
First break-through, per yard.....	.6913	.6913
Entry under top, per yard.....	.6913	.6913
Entry five feet on rail, per yard.....	.6860	1.1716
Second break-through, per yard.....	.4010	.4010
Four-yard wide places, per yard.....	.4274	.4274
Rock shot in room neck, two yards.....	....	1.4252

INSIDE DAY WAGE SCALE.

Tracklayers, per day.....	\$2.70
Drivers, per day.....	2.70
Rope riders, per day.....	2.70
Bottom cagers, per day.....	2.70
Water haulers and machine haulers, per day.....	2.70
Timber men, per day.....	2.70
Wiremen and motormen, per day.....	2.70
Tracklayers' helpers, per day.....	2.49
Trappers, per day.....	1.25
Pipemen, for compressed air plants, per day.....	2.63
All other inside day labor, per day.....	2.49

OUTSIDE DAY WAGE SCALE.

Blacksmith, per day.....	\$2.70
Blacksmith's helper, per day.....	2.07
Trimmers, per day.....	2.37
Carpenters, per day.....	2.37

Dirt dumpers, per day.....	2.11
Drum tenders, per day.....	2.11
Pushers in, per day.....	2.11

Greasers and couplers (boys) and all other outside day labor not above enumerated shall receive an advance of 5.55 per cent. on the wages they received under the contract term ending March 31st, 1910.

RULES.

Rule 1. Eight hours shall constitute a day's work, and all mines may operate six days a week. An eight-hour day means eight hours' work in the mine at usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from same at night. Regarding drivers, they shall take their mules to and from stables, and the time required in doing so shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars; but in no case shall the driver's time be docked when he is waiting for such cars at the point named.

Rule 2. Operators to have water out of working places at starting time or pay miner fair price for so doing, to be fixed by miner and mine boss. The operators to furnish facilities for handling the water when miner is required to take out water. When water is bailed in barrels by the miner, 5 cents per barrel shall be paid.

Rule 3. In cases of bone and slate coming down unavoidably in working places, it shall be removed promptly by the operator, or the miner shall be paid at the rate of inside day labor for so doing. This rule not to apply in cases where it is determined that the bone coal or slate comes down through careless drilling, shooting or posting.

Rule 4. The price to be paid for clay veins, rolls in bottom or horsebacks shall be determined between loader or miner and mine boss. If they fail to agree, price to be settled by mine committee and mine boss.

Rule 5. Where a miner, loader, machine man or other employe upon whose work other employes of mines are dependent, absents himself from duty for two consecutive days without giving advance notice, when possible, to the mine boss, he forfeits his position. Sickness and unavoidable accidents excepted.

Rule 6. The company has the right to report daily tonnage in even tons and carry odd hundredweights forward to weight sheet for following day, the add hundredweights to be paid for when man leaves the employ of the company.

Rule 7. Operators shall be permitted to require regular machine runners to cut on idle days in case of breakdown, unavoidable accidents or four places being out of cutting on any one territory.

Rule 8. Machine loaders shall not be charged for blacksmithing.

Rule 9. There shall be no free turns allowed to either rooms or entries. The entries shall be driven as fast as operators desire or conditions permit, but in no case shall entry miners be allowed more cars per week than room miners, and at least once each week the turn shall be made uniform for the time previously worked. If, however, the regular turn will not allow cars enough to drive the entries as fast as desired, the operators shall increase the number of miners in each entry so that by giving to each the regular turn the entries shall be driven as fast as two miners could drive them at full work.

If, however, the room men decline to take their place in the entries when requested to do so by the operators, then the entry men shall have free turns until the entries are driven the required length. Nothing in the foregoing to prevent fast turns.

Rule 10. That the checking off for the United Mine Workers' organization shall remain in force and be observed, same to be checked off by per cent. of earnings. This is to include all dues and assessments for the organization.

Rule 11. That the machine men are required to cut coal level and close to bottom and in no case shall thickness of bottom exceed four inches, except in case of pots or other extreme variations, and all machine men leaving more bottom than the amount specified must lift the same or it will be lifted at their expense. In cases where the mine boss or superintendent orders a greater thickness than four inches left, the company shall take care of it, and where the bottom left is sulphurous or unmarketable, the miners may call the attention of the mine boss to it and endeavor to arrive at an agreement for its removal or retention. In case of sprags being left by a machine man, he shall be notified by loader, and if he refuses to remove same, the loader shall remove the sprag and be allowed 50 cents for so doing, said amount to be deducted from the machine runner. When any machine runner leaves six or more sprags in any one pay, he shall be removed from machine and his services be disposed of as deemed best by the superintendent of the mine.

Rule 12. The company shall provide shields for covering cutter head of machines. The machine man shall be required to remove the bits from the chain or cutter head, or place shield over cutter head to make the machine safe to be moved. Any machine man failing to carry out this rule may be removed from the machine without question.

Rule 13. No strike or suspension of work shall take place at any time in this sub-district except for failure of employer to pay on regular pay day without explanation, until after a meeting of the district mine officials and operators have failed to adjust the dispute. But it is understood that the meeting of the official and operator shall be held within one week from the date said meeting has been requested by either party thereto.

Rule 14. That all machine loaders be accorded two rooms for two men, and the operators pledge themselves to provide two rooms for two men at the earliest possible moment, but in the event of territory becoming scarce through a squeeze, or striking a horseback, or any other unavoidable obstacle, this shall not be construed so as to diminish the output of the mine.

Rule 15. Where a miner is required to make height above top rail five feet \$0.8338 cents per yard shall be paid for shooting and loading rock, eighteen inches or less in thickness in three run wide places and .90 cents per yard shall be paid for this work in four-run wide places. Excess over eighteen inches shall be paid for at the rate of 5 cents per inch per yard.

Rule 16. All work eighteen feet and under twenty-four feet shall be paid .0316 cents per ton over room price for loading, and machine runners shall be paid narrow work price, but when the company orders a place driven twenty-four feet wide it shall be so paid for the cutter and loader.

Rule 17. The company have right to put two men in entries where isolated, to cut and load coal and move their own machines.

Rule 18. Day men are to do whatever work about the mine the management may require, so long as they are paid scale price for the work.

Rule 19. A turn rail shall be laid in all breakthroughs and rooms after the first cut of machine is loaded out.

Rule 20. Entry loaders shall have two places to load from.

Rule 21. In case of local or general suspension of mining, either at the expiration of its contract or otherwise, the engineers, firemen, pumpers and other men necessary to keep mines in shape shall not suspend work, but shall, when mine is suspended, fully protect and keep in repair all of the company's property under their care, and operate fans and pumps and lower and hoist such men

or supplies as may be required to keep up steam at the company's coal plant; but it is understood and agreed that the operators will not ask them to hoist any coal produced by non-union labor for sale on the market. The rates to be paid for such work to be those in effect at the time of suspension subject to any subsequent settlement.

Rule 22. Where necessary to hold meetings at mine where miners so desire, one to four hours of one afternoon each month shall be allowed for the purpose of holding such meetings. Such afternoon to be agreed upon between the management and miners at the different mines.

No other meetings than as herein provided shall be held at any mine during working hours.

Rule 23. Any new rules, local or general, governing the scale or conditions of employment in Sub-District No. 6 of Ohio, shall be mutually agreed to by the operators and miners interested, and said rules before being enforced, shall receive the endorsement of the officials of the operators and the officials of District 6, U. M. W. of A.

Rule 24. In consideration of one-half cent per ton extra on the ton of lump coal produced by machines, to be paid to the machine loaders, said loader shall load out the machine cuttings, and none of said cuttings shall be thrown back into the gob or roadways in violation of this rule. When machine cuttings are loaded in separate cars said cars must be checked for identification. This extra one-half cent per ton shall in no wise affect the prices agreed upon or heretofore paid for loading out the other grades of coal produced in any mine.

In Behalf of Miners:

D. H. SULLIVAN,
President Ohio Miners.
A. G. NELSON,
Sub-District President.
E. P. MILLER,
Sub-District Sec.-Treas.
FRANK COX,
WM. TANNAHILL,
JAS. R. McCORMICK.

In Behalf of Operators:

C. L. CASSINGHAM,
DAVID DAVIS,
F. N. BARNES,
C. F. BARNES,
GEO. W. CASSINGHAM,
R. N. BARNES,
H. D. DENNIS, *Chairman,*
E. P. MILLER, *Secretary,*
R. N. BARNES, *Asst. Secretary.*

Dated Coshocton, Ohio, June 24, 1910.

ARBITRATION LAWS.

State Boards of Arbitration were first established in Massachusetts and New York in 1886; those states being first to attempt official arbitration and conciliation in the adjustment of disputes between employers and employed. In 1893, the General Assembly of Ohio passed an act "To provide for a State Board of Arbitration for the settlement of differences between employers and their employes to repeal an act entitled 'An act to authorize the creation and to provide for the operation of a tribunal of voluntary arbitration to adjust disputes between employers and employes,'" passed February 10, 1885. Since then similar laws have been enacted in California, Connecticut, Colorado, Idaho, Illinois, Indiana, Louisiana, Maine, Michigan, Minnesota, Missouri, Montana, New Jersey, Nevada, Oklahoma, Utah, Wisconsin and Wyoming.

In all twenty-one states have laws providing for State Boards of Mediation or Arbitration, but in only ten of those states have such boards been established, viz.: Connecticut, Illinois, Maine, Massachusetts, Michigan, New Jersey, New York, Ohio and Wisconsin. In all other states having such statutes, the law is practically a dead letter.

In some states, the law provides that in case of strike or lockout, the labor commissioners are authorized to mediate between the employers and workmen and by request they may also organize local boards of arbitration, while in other states, the county or district courts are empowered to appoint tribunals of arbitration when the parties to labor disputes petition, or consent to their appointment. In this connection, however, it is worthy of note that the parties to such controversies have seldom, if ever, availed themselves of the provisions of such laws.

The following are the arbitration laws of the several states, the United States, and also The Industrial Disputes Investigation Act of Canada.

OHIO.

CHAPTER 14.

STATE BOARD OF ARBITRATION AND CONCILIATION.

SECTION

- 1059. Appointment, qualifications.
- 1060. Term.
- 1061. Organization, fees.
- 1062. Compensation, how paid.
- 1063. Duties of board in controversy between employer and employee.
- 1064. Decision in writing shall be made public.
- 1065. Application for arbitration.
- 1066. What application may contain.
- 1067. Hearing controversy, notice, time and place.
- 1068. Witnesses, authority to subpoena.
- 1069. Subpoenas, how served, fees.

SECTION

- 1070. Local board of arbitration and conciliation.
- 1071. Powers and jurisdiction of local board.
- 1072. Compensation of members of local board.
- 1073. Strike or lock-out, notice of to state board.
- 1074. Duty of state board upon notice of strike or lockout.
- 1075. Witnesses, fees and mileage.
- 1076. Apportionment of expenses.
- 1077. "Employer" and "employee" defined.
- 1078. Annual report to governor.

SECTION 1059. The governor, with the advice and consent of the senate, shall appoint three competent persons who shall constitute a state board of arbitration and

State board of
arbitration
and con-
ciliation.

conciliation. One of the persons so appointed shall be an employer or selected from an association representing employers of labor, one an employee or an employee selected from a labor organization and not an employer of labor, and the third person shall be appointed upon the recommendation of the other two appointees. If the two appointees do not agree within thirty days, the third person shall be selected by the governor. (90 v. 83 § 1.)

SECTION 1060. One member of the state board of arbitration and conciliation shall be appointed each year to serve for a term of three years and until his successor is appointed and qualified. (90 v. 84 § 2.)

Terms of members.

SECTION 1061. The state board of arbitration and conciliation shall organize by the selection of one of its members as chairman, and another member as secretary. As soon as practicable after its organization the board shall establish such rules of procedure as are approved by the governor. Suitable rooms at the capitol shall be provided by the state for the use of the board. (90 v. 84 § 3; 90 v. 87 § 17.)

Organization.

SECTION 1062. Each member of the state board of arbitration and conciliation shall receive five dollars for each day of actual service and his necessary traveling and other expenses. Each quarter the chairman of the board shall certify the amount due each member, and on presentation of such certificate, the auditor of state shall draw a warrant on the treasurer of state for the amount so certified. (90 v. 87 § 17.)

Compensation of members and expenses of board.

SECTION 1063. When a controversy or difference, not involving a question which may be the subject of an action or proceeding in a court of this state, exists between an employer and his employees, upon application as hereinafter provided, and as soon thereafter as practicable, the state board of arbitration and conciliation shall visit the locality of the dispute, make careful inquiry into the cause thereof, hear all persons interested therein who come or are subpoenaed before it, and advise the respective parties what, if anything, ought to be done or submitted to by either or both such parties to adjust the dispute. (92 v. 324 § 4.)

Action of board in controversy or difference.

SECTION 1064. If the state board of arbitration and conciliation fails to bring about an adjustment of such differences, it shall immediately make a written decision there-

Written decision upon failure to adjust differences.

on. This decision shall at once be made public, be recorded in a proper book of record to be kept by the secretary of the board, and a short statement thereof published in its annual report. The board shall also cause a copy of the decision to be filed with the clerk of the county or city in which the business is carried on. (90 v. 84 § 5.)

*Application
for arbitra-
tion.*

SECTION 1065. An application to the state board of arbitration and conciliation may be made by one or both of the parties to a controversy. It must be signed by the employer or by a majority of his employees in the department of business in which the controversy or difference exists, or by the duly authorized agent of either or both parties. If an application is signed by an agent claiming to represent a majority of such employees, the board must be satisfied that the agent is duly authorized in writing to represent such employees, but the names of the employees giving the authority shall be kept secret by the board. 90 v. 84 § 6.)

*What applica-
tion may
contain.*

SECTION 1066. The application shall contain a concise statement of the grievances complained of, and a promise to continue in business or at work, in the same manner as employed at the time of the application, until the decision of the board, in case such decision is rendered within ten days from the date of the application. A joint application may contain a stipulation that the decision of the board under it shall be binding upon the parties to the extent so stipulated, in which case the decision to such extent may be made and enforced in the court of common pleas of the county from which such joint application is presented, in like manner as upon a statutory award. (91 v. 373 § 7.)

*Notice of time
and place for
hearing con-
troversy.*

SECTION 1067. Upon the receipt of the application, the secretary of the state board of arbitration and conciliation shall give public notice of the time and place for the hearing thereof, unless both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board orders, and at any time during the proceedings the board may give public notice, notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further therein without the written consent of the adverse party. (90 v. 85 § 8.)

SECTION 1068. The state board of arbitration and conciliation may subpoena as a witness any operative in the department of business affected, a person shown by affidavit, on belief or otherwise, to have knowledge of matters in controversy or dispute, or a person who keeps the records of wages earned in a department, and examine him under oath concerning such matters. The board may require the production of books or papers containing the record of wages earned or paid in any department involved in a controversy or dispute. Subpoenas may be signed and oaths administered by any member of the board. (91 v. 373 " 9.)

Authority of
board to sub-
poena wit-
nesses.

SECTION 1069. A subpoena or notice may be delivered or sent to a sheriff, constable or police officer, who shall forthwith serve or post it and make due return thereof. For such service the officer shall receive the fees allowed by law in similar cases, payable upon the certificate of the board, and warrant of the county auditor, from the treasury of the county wherein the controversy to be arbitrated exists. The board shall have such power and authority to maintain and enforce its orders at its hearings, and obedience to its writs of subpoena as are conferred by law on the court of common pleas for like purposes. (91 v. 373 § 9.)

Officers
authorized to
serve sub-
poenas and
compensation
therefor.

SECTION 1070. The parties to any such controversy or difference may submit in writing the matters in dispute to a local board of arbitration and conciliation. Such board may be mutually agreed upon or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated a third, who shall be chairman of the board. (90 v. 85 § 10.)

Local board
of arbitration
and concilia-
tion.

SECTION 1071. In respect to matters referred to it, a local board of arbitration and conciliation shall have such powers as by law are conferred upon the state board, and the decision of such local board shall have such binding effect as is agreed upon by the parties to the controversy in the written submission. The local board shall have exclusive jurisdiction in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. A decision of a local board upon a written submission shall be rendered within ten days after the close of the hearing thereon, and at once filed with the clerk of the county or city in which the controversy or difference

Powers and
jurisdiction of
local board.

arose. A copy of such decision shall be forwarded to the state board. (90 v. 85 § 11.)

Compensation
of members
of local
board.

SECTION 1072. Each member of a local board of arbitration shall receive from the county or city in which the controversy or difference exists, the sum of three dollars for each day of actual service, not exceeding ten days for any arbitration if such payment is approved in writing by the commissioners of the county or the council or the proper officer of the city. (90 v. 86 § 12.)

Mayor or
probate judge
shall notify
state board
of strike.

SECTION 1073. If it is made to appear to the mayor of a city or a probate judge of a county, that a strike or lockout is seriously threatened or has actually occurred in his vicinity, he shall immediately notify the state board of arbitration and conciliation of the fact, and state in the notice the name and location of the employer, the nature of the trouble and the number of the employes involved, so far as such facts are known to him. If it comes to the knowledge of the state board by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred involving an employer and his present or past employes, the board as soon as practicable shall enter into communication with such employer and employes. (92 v. 325 § 13.)

Action of the
board when
notified of
strike.

SECTION 1074. In either case named in the preceding section, if practicable, the state board shall endeavor to affect an amicable settlement between the employer and his employes, otherwise it shall endeavor to persuade them to submit the matter in dispute to a local board of arbitration or to the state board. If it deems it advisable the state board may investigate the cause of such controversy and ascertain which party thereto is responsible for its existence or continuance. It may make and publish a report with a finding of the cause or causes and the party or parties responsible therefor. If no settlement or arbitration is obtained because of the opposition of one of the parties to the controversy, an investigation and publication shall be made if requested by the other party. For the purposes named in this section the board shall have the same powers as are conferred upon it when an application is made as provided in the preceding sections. (92 v. 325 § 14.)

Witness fees
and mileage.

SECTION 1075. Each witness summoned by the state board of arbitration and conciliation shall be allowed fifty cents for each attendance and twenty-five cents for every

hour of attendance in excess of two hours together with five cents a mile for traveling each way from his place of employment or business to the place of the meeting of the board. Such witness must make a statement in writing of the number of miles traveled and his attendance. The state board shall certify the amount due him, and the auditor of the county in which the controversy or difference exists shall issue his warrant upon the county treasurer for the amount so certified. The expense of a publication authorized by the provisions of this chapter shall be certified and paid as provided for the payment of fees. (90 v. 86 § 15.)

SECTION 1076. If a strike or lockout extends to several counties the expenses incurred under such provisions not payable from the state treasury shall be apportioned among and paid by the counties in such manner as the state board directs. (92 v. 324 § 4.)

Apportionment
of expenses.

SECTION 1077. The term "employer," as used in the provisions of this chapter, shall mean an individual, a co-partnership or corporation employing not less than twenty-five persons in the same general line of business in this state. The term "employees" shall mean not less than twenty-five persons directly involved in a controversy or difference. Several employers co-operating with respect to any controversy or difference shall be included in the term "employer," and the term "employee" shall include aggregations of employees of several employers so co-operating. (92 v. 324 § 4.)

The terms
"employer"
and "em-
ploye" de-
fined.

SECTION 1078. Each year the state board of arbitration and conciliation shall make a report to the governor containing such statements, facts and explanations as will disclose its methods and work with such suggestions as to legislation conducive to the adjustment of disputes between employers and employes as it deems proper. (91 v. 374 § 16.)

Annual
report.

**THE CANADIAN INDUSTRIAL DISPUTES INVESTIGATION
ACT.**

CHAPTER XX.

An Act to aid in the Prevention and Settlement of Strikes and Lockouts in Mines and Industries connected with Public Utilities.

[Assented to 22nd March, 1907.]

His Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

Short title.

1. This Act may be cited as *The Industrial Disputes Investigation Act, 1907.*

PRELIMINARY.

Interpretation.

"Minister."
"Department."

2. In this Act, unless the context otherwise requires—

(a) "Minister" means the Minister of Labour;

(b) "department" means the Department of Labour;

"Employer."

(c) "employer" means any person, company or corporation employing ten or more persons and owning or operating any mining property, agency of transportation or communication, or public service utility, including, except as hereinafter provided, railways, whether operated by steam, electricity or other motive power, steamships, telegraph and telephone lines gas, electric light, water and power works;

"Employee."

(d) "employee" means any person employed by an employer to do any skilled or unskilled manual or clerical work for hire or reward in any industry to which this Act applies;

"Dispute."
"Industrial dispute."

(e) "dispute" or "industrial dispute" means any dispute or difference between an employer and one or more of his employees, as to matters or things affecting or relating to work done or to be done by him or them, or as to the privileges, rights and duties of employers or employees (not involving any such violation thereof as constitutes an indictable offense); and, without limiting the general nature of the above definition, includes all matters relating to—

(i) the wages allowance or other remuneration of employees, or the price paid or to be paid in respect of employment;

- (2) the hours of employment, sex, age, qualification or status of employees, and the mode, terms and conditions of employment;
- (3) the employment of children or any person or persons or class of persons, or the dismissal of or refusal to employ any particular person or persons or class of persons;
- (4) claims on the part of an employer or any employees as to whether and, if so, under what circumstances, preference of employment should or should not be given to one class over another of persons being or not being members of labour or other organizations, British subjects or aliens;
- (5) materials supplied and alleged to be bad, unfit or unsuitable, or damage alleged to have been done to work;
- (6) any established custom or usage, either generally or in the particular district affected;
- (7) the interpretation of an agreement or a clause thereof;

(f) "lockout" (without limiting the nature of its meaning) means a closing of a place of employment, or a suspension of work, or a refusal by an employer to continue to employ any number of his employees in consequence of a dispute, done with a view to compelling his employees, or to aid another employer in compelling his employees, to accept terms of employment; "Lookout."

(g) "strike" or "to go on strike" (without limiting the nature of its meaning) means the cessation of work by a body of employees acting in combination, or a concerted refusal or a refusal under a common understanding of any number of employees to continue to work for an employer, in consequence of a dispute, done as a means of compelling their employer, or to aid other employees in compelling their employer, to accept terms of employment; "Strike."

(h) "board" means a Board of Conciliation and Investigation established under the provisions of this Act; "Board."

(i) "application" means an application for the appointment of a Board under the provisions of this Act; "Application."

(j) "Registrar" means the Registrar of Boards of Conciliation and Investigation under this Act; "Registrar."

(k) "prescribed" means prescribed by this Act, or by any rules or regulations made thereunder; "Prescribed."

**"Trade
union."**

(1) "trade union" or "union" means any organization of employees formed for the purpose of regulating relations between employers and employees.

Administration.

**Minister of
Labour to
administer
Act.**

3. The Minister of Labour shall have the general administration of this Act.

Registrar.

4. The Governor in Council shall appoint a Registrar of Boards of Conciliation and Investigation, who shall have the powers and perform the duties prescribed.

2. The officer of Registrar may be held either separately or in conjunction with any other office in the public service, and in the latter case the Registrar may, if the Governor in Council thinks fit, be appointed, not by name, but by reference to such other office, whereupon the person who for the time being holds such office, or performs its duties, shall by virtue thereof be the Registrar.

BOARDS OF CONCILIATION AND INVESTIGATION.

Constitution of Boards.

**Reference of
disputes to
Boards of
Conciliation
and Inves-
tigation.**

5. Wherever any dispute exists between an employer and any of his employees, and the parties thereto are unable to adjust it, either of the parties to the dispute may make application to the Minister for the appointment of a Board of Conciliation and Investigation, to which Board the dispute may be referred under the provisions of this Act: Provided, however, that, in the case of a dispute between a railway company and its employees, such dispute may be referred, for the purpose of conciliation and investigation, under the provisions concerning railway disputes in the Conciliation and Labour Act.

**Minister to
appoint
Boards on
application.**

6. Whenever, under this Act, an application is made in due form for the appointment of a Board of Conciliation and Investigation, and such application does not relate to a dispute which is the subject of a reference under the provisions concerning railway disputes in the Conciliation and Labour Act, the Minister, whose decision for such purpose shall be final, shall, within fifteen days from the date at which the application is received, establish such Board under his hand and seal of office, if satisfied that the provisions of this Act apply.

7. Every Board shall consist of three members who ^{Members of Board.} be appointed by the Minister.

2. Of the three members of the Board one shall be appointed on the recommendation of the employer and one on the recommendation of the employees (the parties to the dispute,) and the third on the recommendation of the members so chosen.

8. For the purpose of appointment of the members of the Board, the following provisions shall apply:— ^{Procedure for appointment of members of Board.}

1. Each party to the dispute may, at the time of making application or within five days after being requested so to do by the Minister, recommend the name of one person who is willing and ready to act as a member of the Board, and the Minister shall appoint such person a member of the Board.

2. If either of the parties fails or neglects to duly make any recommendation within the said period, or such extension thereof as the Minister, on cause shown, grants the Minister shall, as soon thereafter as possible, appoint a fit person to be a member of the Board; and such member shall be deemed to be appointed on the recommendation of the said party.

3. The members chosen on the recommendation of the parties may, within five days after their appointment, recommend the name of one person who is willing and ready to act as a third member of the Board, and the Minister shall appoint such person a member of the Board.

4. If the members chosen on the recommendation of the parties fail or neglect to duly make any recommendation within the said period, or such extension thereof as the Minister, on cause shown, grants, the Minister shall, as soon thereafter as possible, appoint a fit person to be a third member of the Board, and such member shall be deemed to be appointed on the recommendation of two other members of the Board.

5. The third member shall be the Chairman of the Board.

9. As soon as possible after the full Board has been appointed by the Minister, the Registrar shall notify the parties of the names of the members of the Board and the chairman thereof, and such notification shall be final and conclusive for all purposes. ^{Notification to be given to parties of members of Board.}

Term of office.

10. Every member of a Board shall hold office from the time of his appointment until the report of the Board is signed and transmitted to the Minister.

Members not to have pecuniary interest.

11. No person shall act as a member of a Board who has any direct pecuniary interest in the issue of a dispute referred to such Board.

How vacancy to be filled.

12. Every vacancy in the membership of a Board shall be supplied in the same manner as in the case of the original appointment of every person appointed.

Oath of office and secrecy.

13. Before entering upon the exercise of the functions of their office the members of a Board, including the chairman, shall make oath or affirmation before a justice of the peace that they will faithfully and impartially perform the duties of their office, and also that, except in the discharge of their duties, they will not disclose to any person any of the evidence or other matter brought before the Board.

Clerical and other assistance.

14. The department may provide the Board with a secretary, stenographer, or such other clerical assistance as to the Minister appears necessary for the efficient carrying out of the provisions of this Act.

Procedure for Reference of Disputes to Boards.

Manner in which application to be made.

15. For the purpose of determining the manner in which, and the persons by whom, an application for the appointment of a Board is to be made, the following provisions shall apply:—

1. The application shall be made in writing in the prescribed form, and shall be in substance a request to the Minister to appoint a Board to which the existing dispute may be referred under the provisions of this Act.

2. The application shall be accompanied by—

(a) A statement setting forth—

(1) the parties to the dispute;

(2) the nature and cause of the dispute, including any claims or demands made by either party upon the other, to which exception is taken;

(3) an approximate estimate of the number of persons affected or likely to be affected by the dispute;

(4) the efforts made by the parties themselves to adjust the dispute;

and—

(b) A statutory declaration setting forth that, failing an adjustment of the dispute or a reference thereof by the

Minister to a Board of Conciliation and Investigation under the Act, to the best of the knowledge and belief of the declarant, a lockout or strike, as the case may be, will be declared, and that the necessary authority to declare such lockout or strike has been obtained.

3. The application may mention the name of a person who is willing and ready and desires to act as a member of the Board representing the party or parties making the application.

16. The application and the declaration accompanying it—

- (1) If made by an employer, an incorporated company or corporation, shall be signed by some one of its duly authorized managers or other principal executive officers;
- (2) if made by an employer other than an incorporated company or corporation, shall be signed by the employer himself in case he is an individual, or a majority of the partners or members in case of a partnership firm or association;
- (3) if made by employees members of a trade union, shall be signed by two of its officers duly authorized by a majority vote of the members of the union, or by a vote taken by ballot of the members of the union present at a meeting called on not less than three days' notice for the purpose of discussing the question;
- (4) if made by employees some or all of whom are not members of a trade union, shall be signed by two of their number duly authorized by a majority vote taken by ballot of the employees present at a meeting called on not less than three days' notice for the purpose of discussing the question.

Signatures to application.

17. Every application for the appointment of a Board shall be transmitted by post by registered letter addressed to the Registrar of Boards of Conciliation and Investigation, Department of Labor, Ottawa, and the date of the receipt of such registered letter at the department shall be regarded as the date of the receipt of such application.

Application to be transmitted by registered letter.

18. In every case where an application is made for the appointment of a Board the party making application shall, at the time of transmitting it to the Register, also transmit by registered letter to the other party to the dis-

Party making application to transmit copy to other party to dispute.

pute or by personal delivery, a copy of the application and of the accompanying statement and declaration.

Statement in reply to be made and sent to Registrar and to party making application.

To whom communications transmitting copies of applications and replies between parties are to be sent.

19. Upon receipt by either party to a dispute of a copy of the application for the appointment of a Board such party shall, without delay, prepare a statement in reply to the application and transmit it by registered letter, or by personal delivery, to the Registrar and to the party making the application.

20. Copies of applications or statements in reply thereto, to be transmitted to the other party under any of the preceding sections where the other party is—

- (1) an employer, an incorporated company or corporation, shall be sent to the manager or other principal executive officer of the company or corporation;
- (2) an employer other than an incorporated company or corporation, shall be sent to the employer himself or to the employer in the name of the business or firm as commonly known;
- (3) composed of employees, members of a trade union, shall be sent to the president and secretary of such union;
- (4) composed of employees some or all of whom are not members of a trade union,—
 - (a) Where some of the employees are members of a trade union, shall be sent to the president and secretary of the union as representing the employees belonging to the union; also
 - (b) Where some of the employees are not members of a trade union and there are no persons authorized to represent such employees, shall be sent to ten of their number;
 - (c) Where, under paragraph (4) of section 16, two persons have been authorized to make an application, shall be sent to such two persons.

Functions, Powers and Procedure of Boards.

**Jurisdiction.
At least ten employees to be effected by dispute.**

Method of referring disputes to Board.

21. Any dispute may be referred to a Board by application in that behalf made in due form by any party thereto; provided that no dispute shall be the subject of reference to a Board under this Act in any case in which the employees affected by the dispute are fewer than ten.

22. Upon the appointment of the Board the Registrar shall forward to the chairman a copy of the application for

the appointment of such Board, and of its accompanying statement and declaration, and of the statement in reply, and the Board shall forthwith proceed to deal with the matters referred to in these documents.

23. In every case where a dispute is duly referred to a Board it shall be the duty of the Board to endeavour to bring about a settlement of the dispute, and to this end the Board shall, in such manner as it thinks fit, expeditiously and carefully inquire into the dispute and all matters affecting the merits thereof and the right settlement thereof. In the course of such inquiry the Board may make all such suggestions and do all such things as it deems right and proper for inducing the parties to come to a fair and amicable settlement of the dispute, and may adjourn the proceedings for any period the Board thinks reasonable to allow the parties to agree upon terms of settlement.

Duties of
Board.

24. If a settlement of the dispute is arrived at by the parties during the course of its reference to the Board, a memorandum of the settlement shall be drawn up by the Board and signed by the parties, and shall, if the parties so agree, be binding as if made a recommendation by the Board under section 62 of this Act, and a copy thereof with a report upon the proceedings shall be forwarded to the Minister.

Where
settlement
effected,
memorandum
of same with
report to be
forwarded to
Minister.

25. If a settlement of the dispute is not arrived at during the course of its reference to the Board, the Board shall make a full report thereon to the Minister, which report shall set forth the various proceedings and steps taken by the Board for the purpose of fully and carefully ascertaining all the facts and circumstances, and shall also set forth such facts and circumstances, and its findings therefrom, including the cause of the dispute and the Board's recommendation for the settlement of the dispute according to the merits and substantial justice of the case.

Where
settlement
not effected
Board to
make report
with recom-
mendations.

26. The Board's recommendation shall deal with each item of the dispute and shall state in plain terms, and avoiding as far as possible all technicalities, what in the Board's opinion ought or ought not to be done by the respective parties concerned. Wherever it appears to the Board expedient so to do, its recommendation shall also state the period during which the proposed settlement should continue in force, and the date from which it should commence.

Form in
which recom-
mendation
shall be
made.

Report and recommendation to be made to the Minister in writing.

27. The Board's report and recommendation shall be made to the Minister in writing, and shall be signed by such of the members as concur therein, and shall be transmitted by the chairman by registered letter to the Registrar as soon as practicable after the reference of the dispute to the Board; and in the same manner a minority report may be made by any dissenting member of the Board.

Filing and distribution of report.

28. Upon receipt of the Board's report the Minister shall forthwith cause the report to be filed in the office of the Registrar and a copy thereof to be sent free of charge to the parties to the dispute, and to the representative of any newspaper published in Canada who applies therefor, and the Minister may distribute copies of the report, and of any minority report, in such manner as to him seems most desirable as a means of securing a compliance with the Board's recommendation. The Registrar shall, upon application, supply certified copies for a prescribed fee, to persons other than those mentioned in this section.

Publication of report.

29. For the information of Parliament and the public, the report and recommendation of the Board, and any minority report, shall without delay, be published in the *Labour Gazette*, and be included in the annual report of the Department of Labour to Governor General.

Powers of Board to summon witnesses, compel testimony and produce testimony and production of documents.

30. For the purpose of its inquiry the Board shall have all the powers of summoning before it, and enforcing the attendance of witnesses, of administering oaths, and of requiring witnesses to give evidence on oath or on solemn affirmation (if they are persons entitled to affirm in civil matters) and to produce such books, papers or other documents or things as the Board deems requisite to the full investigation of the matters into which it is inquiring, as is vested in any court of record in civil cases.

31. Any member of the Board may administer an oath, and the Board may accept, admit and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.

Form of summons.

31. The summons shall be in the prescribed form, and may require any person to produce before the Board any books, papers or other documents or things in his possession or under his control in any way relating to the proceedings.

32. All books, papers and other documents or things produced before the Board, whether voluntarily or in pursuance to summons, may be inspected by the Board, and also by such parties as the Board allows; but the information obtained therefrom shall not, except in so far as the Board deems it expedient, be made public, and such parts of the books, papers or other documents as in the opinion of the Board do not relate to the matter at issue may be sealed up.

Documents
not to be
made public.

33. Any party to the proceedings shall be competent and may be compelled to give evidence as a witness.

Parties may
be compelled
to be wit-
nesses.

34. Every person who is summoned and duly attends as a witness shall be entitled to an allowance for expenses according to the scale for the time being in force with respect to witnesses in civil suits in the superior courts in the province where the inquiry is being conducted.

Allowance to
witnesses.

35. Where a reference has been made to the Board of a dispute between a railway company and its employees, any witness summoned by the Board in connection with the dispute shall be entitled to free transportation over any railway en route when proceeding to the place of meeting of the Board and thereafter returning to his home, and the Board shall furnish to such witness a proper certificate evidencing his right to such free transportation.

Witnesses
in railway
disputes to
be entitled
to free trans-
portation.

36. If any person who has been duly served with such summons and to whom at the same time payment or tender has been made of his reasonable traveling expenses according to the aforesaid scale, fails to duly attend or to duly produce any book, paper or other document or thing as required by his summons, he shall be guilty of an offense and liable to a penalty not exceeding one hundred dollars, unless he shows that there was good and sufficient cause for such failure.

Penalty for
failing to obey
summons.

37. If, in any proceedings before the Board, any person wilfully insults any member of the Board or wilfully interrupts the proceedings, or without good cause refuses to give evidence, or is guilty in any other manner of any willful contempt in the face of the Board, any officer of the Board or any constable may take the person offending into custody and remove him from the precincts of the Board, to be detained in custody until the rising of the Board, and the person so offending shall be liable to a penalty not exceeding one hundred dollars.

Contempt of
the Board.

View by direction of Board.

Power to interrogate, examination of factories, etc. Inspection of work.

How parties may be represented before Board.

Parties to be bound by acts of representatives.

Counsel or solicitors excluded except by consent of parties and of Board.

Members of Board to be British subjects.

Presence of parties.

Time and place of sittings of Board.

38. The Board, or any member thereof, and, on being authorized in writing by the Board, any other person, may, without any other warrant than this act, at any time, enter any building, mine, mine workings, ship, vessel, factory, workshop, place or premises of any kind, wherein, or in respect of which, any industry is carried on or any work is being or has been done or commenced, or any matter or thing is taking place or has taken place, which has been made the subject of a reference to the Board, and inspect and view any work, material, machinery, appliance or article therein, and interrogate any persons in or upon any such building, mine, mine workings, ship, vessel, factory, workshop, place or premises as aforesaid, in respect of or in relation to any matter or thing hereinbefore mentioned, and any person who hinders or obstructs the Board or any such person authorized as aforesaid, in the exercise of any power conferred by this section, shall be guilty of an offense and be liable to a penalty not exceeding one hundred dollars.

39: Any party to a reference may be represented before the Board by three or less than three persons designated for the purpose, or by counsel or solicitor where allowed as hereinafter provided.

40. Every party appearing by a representative shall be bound by the acts of such representative.

41. No counsel or solicitor shall be entitled to appear or be heard before the Board, except with the consent of the parties to the dispute, and notwithstanding such consent the Board may decline to allow counsel or solicitors to appear.

42. Persons other than British subjects shall not be allowed to act as members of a Board.

43. If, without good cause shown, any party to proceedings before the Board fails to attend or to be represented, the Board may proceed as if he had duly attended or had been represented.

44. The sittings of the Board shall be held at such time and place as are from time to time fixed by the chairman, after consultation with the other members of the Board, and the parties shall be notified by the chairman as to the time and place at which sittings are to be held: Provided that, so far as practicable, the Board shall sit in the

locality within which the subject-matter of the proceeding before it arose.

45. The proceedings of the Board shall be conducted in public; provided that at any such proceedings before it, the Board, on its own motion, or on the application of any of the parties, may direct that the proceedings shall be conducted in private and that all persons other than the parties, their representatives, the officers of the Board and the witnesses under examination shall withdraw.

Proceedings to
be public un-
less otherwise
determined
by Board.

46. The decision of a majority of the members present at a sitting of the Board shall be the decision of the Board and the findings and recommendations of the majority of its members shall be those of the Board.

Majority of
Board.

47. The presence of the chairman and at least one other member of the Board shall be necessary to constitute a sitting of the Board.

48. In case of the absence of any one member from a meeting of the Board the other two members shall not proceed, unless it is shown that the third member has been notified of the meeting in ample time to admit of his attendance.

All members
of Board to
be present.

2. If any member of a Board dies, or becomes incapacitated, or refuses or neglects to act, his successor shall be appointed in the manner provided with respect to the original member of the Board.

49. The Board may at any time dismiss any matter referred to it which it thinks frivolous or trivial.

Trivial
matters.

50. The Board may, with the consent of the Minister, employ competent experts or assessors to examine the books or official reports of either party, and to advise it upon any technical or other matter material to the investigation, but shall not disclose such reports or the results of such inspection or examination under this section without the consent of both the parties to the dispute.

Employment
of experts.

Remunerative and Expenses of Board.

51. The members of a Board while engaged in the adjustment of a dispute shall be remunerated for their services as follows:—

Allowance
to members
of Board.

- (a) to members other than the chairman—
 - (i) an allowance of five dollars a day for a time not exceeding three days during which the members may be actually engaged in selecting a third member of the Board.
 - (ii) an allowance of fifteen dollars for each whole day's sitting of the Board;
 - (iii) an allowance of seven dollars for each half-day's sittings of the Board;
- (b) the chairman shall be allowed twenty dollars a day for each whole day's sittings of the Board, and ten dollars a day for each half-day's sittings;
- (c) no allowance shall be made to any member of the Board on account of any sitting of the Board which does not extend over a half day, unless it is shown to the satisfaction of the Minister that such meeting of the Board was necessary to the performance of its duties as speedily as possible, and that the causes which prevented a half-day's sitting of the Board were beyond its control.

**Acceptance of
gratuities and
perquisites
by members
an offence.**

52. No member of the Board shall accept in addition to his salary as a member of the Board any perquisite or gratuity of any kind, from any corporation, association, partnership or individual in any way interested in any matter or thing before or about to be brought before the Board in accordance with the provisions of this act. The accepting of such perquisite or gratuity by any member of the Board shall be an offense and shall render such member liable to a fine not exceeding one thousand dollars.

**Actual neces-
sary travelling
expenses of
members
allowed.**

53. Each member of the Board will be entitled to his actual necessary travelling expenses for each day that he is engaged in travelling from or to his place of residence for the purpose of attending or after having attended a meeting of the Board.

**Payment of
expenses of
Board.**

54. All expenses of the Board, including expenses for transportation incurred by the members thereof or by persons under its order in making investigations under this act, salaries of employees and agents, and fees and mileage to witnesses shall be allowed and paid upon the presentation of itemized vouchers therefor, approved by the chairman of the Board, which vouchers shall be forwarded by the chairman to the Minister. The chairman shall also forward to the Minister a certified and detailed statement

of the sittings of the Board, and of the members present at such sittings.

DUTIES OF THE REGISTRAR.

5. It shall be the duty of the Registrar:—

(a) to receive and register, and, subject to the provisions of this act, to deal with all applications by employers or employees for a reference of any dispute to a Board, and to at once bring to the Minister's attention every such application;

To receive and deal with applications.

(b) to conduct such correspondence with the parties and members of Boards as may be necessary to constitute any Board as speedily as possible in accordance with the provisions of this act;

Assist in constituting Boards.

(c) to receive and file all reports and recommendations of Boards, and conduct such correspondence and do such things as may assist in rendering effective the recommendations of the Boards, in accordance with the provisions of this act;

Assist in giving effect to recommendations of Boards.

(d) to keep a register in which shall be entered the particulars of all applications, references, reports and recommendations relating to the appointment of a Board and its proceedings; and to safely keep all applications, statements, reports, recommendations and other documents relating to proceedings before the board and when so required, transmit all or any of such to the Minister;

Register particulars of proceedings before Boards and safeguard all documents relating to proceedings.

(e) to supply to any parties, on request, information as to this act, or any regulations or proceedings thereunder, and also to furnish parties to a dispute and members of the Board with necessary blank forms, forms of summons or other papers or documents required in connection with the effective carrying out of the provisions of this act;

Supply information and necessary forms relating to proceedings before Board.

(f) generally, to do all such things and take all such proceedings as may be required in the performance of his duties prescribed under this act or any regulation thereunder.

Generally.

**STRIKES AND LOCKOUTS PRIOR TO AND PENDING A REFERENCE
TO A BOARD ILLEGAL.**

56. It shall be unlawful for any employer to declare or cause a lockout, or for any employee to go on strike, on account of any dispute prior to or during a reference to such dispute to a Board of Conciliation and Investigation under the provisions of this act, or prior to or during

Prohibition of strikes or lockouts prior to or pending reference to Board.

a reference under the provisions concerning railway disputes in the Conciliation and Labor Act: Provided that nothing in this act shall prohibit the suspension or discontinuance of any industry or of the working of any persons therein for any cause not constituting a lockout or strike: Provided also that, except where the parties have entered into an agreement under section 62 of this act, nothing in this act shall be held to restrain any employer from declaring a lockout, or any employee from going on strike in respect of any dispute which has been duly referred to a Board and which has been dealt with under section 24 or 25 of this act, or in respect of any dispute which has been the subject of a reference under the provisions concerning railway disputes in the Conciliation and Labor Act.

Relation
of parties
to remain
unchanged
pending
proceedings
before a
Board.

57. Employers and employees shall give at least thirty days' notice of an intended change affecting conditions of employment with respect to wages or hours; and in every case where dispute has been referred to a Board, until the dispute has been finally dealt with by the Board, neither of the parties nor the employees affected shall alter the conditions of employment with respect to wages or hours, or on account of the dispute do or be concerned in doing, directly or indirectly, anything in the nature of a lockout or strike, or a suspension or discontinuance of employment or work, but the relationship of employer and employee shall continue uninterrupted by the dispute, or anything arising out of the dispute; but if, in the opinion of the Board, either party uses this or any other provision of this act for the purpose of unjustly maintaining a given condition of affairs through delay, and the Board so reports to the Minister, such party shall be guilty of an offense, and liable to the same penalties as are imposed for a violation of the next preceding section.

Penalty for
causing
lockout.

58. Any employer declaring or causing a lockout contrary to the provisions of this act shall be liable to a fine of not less than one hundred dollars, nor more than one thousand dollars for each day or part of a day that such lockout exists.

Penalty for
going on
strike.

59. Any employee who goes on strike contrary to the provisions of this act shall be liable to a fine of not less than ten dollars nor more than fifty dollars, for each day or part of a day that such employee is on strike.

60. Any person who incites, encourages or aids in any manner any employer to declare or continue a lockout, or any employee to go or continue on strike contrary to the provisions of this act, shall be guilty of an offense and liable to a fine of not less than fifty dollars nor more than one thousand dollars.

Penalty for inciting to lockout or strike.

61. The procedure for enforcing penalties imposed or authorized to be imposed by this act shall be that prescribed by Part XV. of *The Criminal Code* relating to summary convictions.

Procedure for enforcing penalties.

SPECIAL PROVISIONS.

62. Either party to a dispute which may be referred under this act to a Board may agree in writing, at any time before or after the Board has made its report and recommendation, to be bound by the recommendation of the Board in the same manner as parties are bound upon an award made pursuant to a reference to arbitration on the order of a court of record; every agreement so to be bound made by one party shall be forwarded to the Registrar who shall communicate it to the other party, and if the other party agrees in like manner to be bound by the recommendation of the Board, then the recommendation shall be made a rule of the said court on the application of either party and shall be enforceable in like manner.

Recommendation of a Board binding in certain cases.

63. In the event of a dispute arising in any industry or trade other than such as may be included under the provisions of this act, and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree in writing to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this act.

Application of provisions of this Act to any dispute on joint application of parties.

2. Every agreement to allow such reference shall be forwarded to the Registrar, who shall communicate it to the other party, and if such other party agrees in like manner to allow the dispute to be referred to a Board, the dispute may be so referred as if the industry or trade and the parties were included within the provisions of this act.

3. From the time that the parties have been notified in writing by the Registrar that in consequence of their mutual agreement to refer the dispute to a Board under the provisions of this act, the Minister has decided to refer such dispute, the lockout or strike, if in existence

shall forthwith cease, and the provisions of this act shall bind the parties.

MISCELLANEOUS.

Courts not to recognize reports of or testimony before a Board, exception in prosecutions for perjury.

64. No court of the Dominion of Canada, or of any province or territory thereof, shall have power or jurisdiction to recognize or enforce, or to receive in evidence any report of a Board, or any testimony or proceedings before a Board, as against any person or for any purpose, except in the case of the prosecution of such person for perjury.

Technicity not to invalidate proceedings.

65. No proceeding under this act shall be deemed invalid by reason of any defect of form or any technical irregularity.

Payment of services under Act.

66. The Minister shall determine the allowance or amounts to be paid to all persons other than the members of a Board, employed by the Government or any Board, including the Registrar, secretaries, clerks, experts, stenographers or other persons performing any services under the provisions of this act.

Prosecutions under Act to be reported to Registrar.

67. In case of prosecutions under this act, whether a conviction is or is not obtained, it shall be the duty of the clerk of the court before which any such prosecution takes place to briefly report the particulars of such prosecution to the Registrar within thirty days after it has been determined, and such clerk shall be entitled to a prescribed fee in payment of his services.

Minister may make, alter and amend regulations.

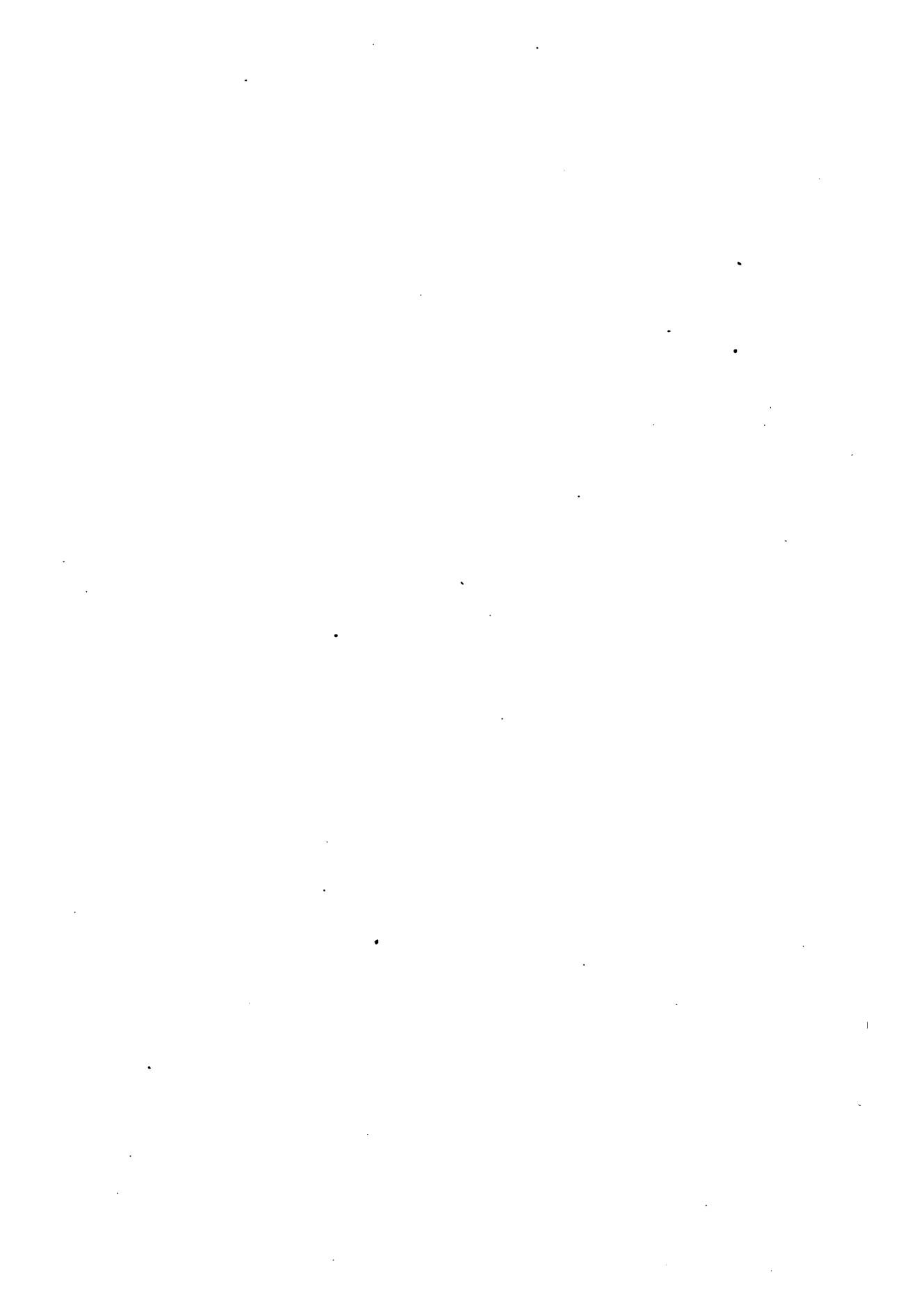
68. The Governor in Council may make regulations as to the time within which anything hereby authorized shall be done, and also as to any other matter or thing which appears to him necessary or advisable to the effectual working of the several provisions of this act. All such regulations shall go into force on the day of the publication thereof in *The Canada Gazette*, and they shall be laid before Parliament within fifteen days after such publication, or, if Parliament is not then in session, within fifteen days after the opening of the next session thereof.

Expenses.

69. All charges and expenses incurred by the Government in connection with the administration of this act shall be defrayed out of such appropriations as are made by Parliament for that purpose,

70. An annual report with respect to the matters transacted by him under this act shall be made by the Minister to the Governor General, and shall be laid before Parliament within the first fifteen days of each session thereof.

Report to
Parliament.



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